

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Monday, April 7, 2025

5:45 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.

COMMISSIONERS PRESENT:

Lavern Coleman, **Chairman**

Chris Smith, **Vice Chairman**

Scott Floyd

Brent Watts

Giles E. Byrd

Ricky Bullard

Barbara Featherson (Left at 6.25 P.M.)

APPOINTEES PRESENT:

Edwin H. Madden, Jr., **County Manager**

Amanda B. Prince, **Attorney**

Jana Nealey, **Clerk to Board**

APPOINTEES ABSENT:

Agenda Item #1: MEETING CALLED to ORDER:

At 5:45 P.M., Chairman Lavern Coleman called the regular meeting to order.

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

MOTION:

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

Agenda 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 6:25 P.M. Commissioner Bullard made a motion to recess closed session and enter into regular session, seconded by Commissioner Byrd. The motion unanimously passed.

GENERAL ACCOUNT:

Attorney Amanda Prince gave the general account as follows:

The Commissioners discussed matters of attorney-client privilege, and personnel. No action was taken by the Board.

MOTION:

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

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

Regular Session resumes at 6:30 P.M.

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

The invocation was delivered by Vice Chairman Smith. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America, which was led by Commissioner Floyd.

Public Hearing – 6:30 P.M. or as soon as can be heard regarding the Building Reuse and Incentive Grant:

Columbus County Existing Industry & Business Retention Specialist Dylan Bowen stated the following regarding the Building Reuse and Incentive Grant:

This is an economic development incentive grant for barrier fencing located in Chadbourn. They have already signed their lease, so they are ready to move forward. The grant is valued at up to \$780,000 and is based on the new income or property tax that will be generated for the county. It serves as a recruiting tool for us in economic development. Additionally, it will not cost the county any funds.

If the public has any questions, I’m happy to answer.

Commissioner Bullard added, "I would like to say that bringing 151 jobs to Columbus County is excellent work. That's exactly the kind of news we like to hear. Thank you."

MOTION: Commissioner Bullard made a motion to close the public hearing, seconded by Commissioner Byrd. The motion unanimously passed.

Agenda Item # 5: **APPROVAL OF AGENDA, TAX REFUNDS, & RELEASES:**

a. 4/07/2025

MOTION:

Commissioner Bullard made a motion to approve the refunds and releases on the agenda, with an add-on to the agenda for the purchase of three sheriff’s vehicles. The motion was seconded by Commissioner Byrd. The motion unanimously passed.

The add-on will be listed as Agenda Item #23-A

<i>Refunds</i>			Amount:	\$95.23
Columbus County Tax			Total:	\$121.59
Value: \$0.00	Year: 20-24	PROPERTY: 00000 Account: 09-05456	Bill#:	99999
Refund portion of value on bulk barns. Billed on incorrect property. Applying refund to Prop#15299. Refund Columbus County Rescue(2.29) refund Williams Fire(6.86)				
<i>Refunds</i>			Amount:	\$9.68
Soles, Nelson D			Total:	\$10.64
Value: \$0.00	Year: 20-24	PROPERTY: 00000 Account: 09-27521	Bill#:	99999
Refund portion of value. Combined prop in 2019. Refund Columbus Rescue (.24) Refund Williams Fire(.72)				
<i>Refunds</i>			Amount:	\$0.00
Turbeville, Wendy			Total:	\$200.00
Value: \$0.00	Year: 2020	PROPERTY: 00000 Account: 16-05927	Bill#:	3163
Refund user fee. Can billed to L/H acct.				
<i>Refunds</i>			Amount:	\$155.36
Williams, Kevin Dean & Shelby			Total:	\$159.22
Value: \$0.00	Year: 2024	PROPERTY: 00000 Account: 06-01446	Bill#:	99999
Refund portion of value. Storage Bldg removed. Refund Columbus Rescue(3.86)				

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

- a. Sheriff’s Office Budget Workshop
- b. March 17, 2025 Regular Session

MOTION:

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

Agenda Item # 7: **PROCLAMATION- WEEK of the YOUNG CHILD:**

Selena B. Rowell from the Columbus County Partnership for Children requested the adoption of the 'Week of the Young Child' Proclamation.

MOTION:

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



Week of the Young Child Proclamation

WHEREAS, the Columbus County Partnership for Children (Smart Start) and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 5 – 11, 2025; and

WHEREAS, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Columbus County, North Carolina; and

WHEREAS, parents, grandparents, teachers and others who make a difference in the lives of young children in Columbus County, North Carolina, deserve thanks and recognition; and

WHEREAS, public policies that support early learning for all young children are crucial to young children’s futures.

NOW, THEREFORE, BE IT RESOLVED, we, the Columbus County Board of Commissioners, do hereby proclaim April 5 through April 11, 2025, as the Week of the Young Child in Columbus County, and encourage all citizens to work to make a good investment in early childhood education in our community

Agenda Item # 8: PROCLAMATION – SEXUAL ASSAULT AWARENESS MONTH: Sky Robinson from Families First requested the adoption of the ‘Sexual Assault Awareness Month’ Proclamation.

MOTION:

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



SEXUAL ASSAULT AWARENESS MONTH

WHEREAS, sexual violence is a serious and pervasive crime and 43.6% of women (nearly 52.2 million) and nearly a quarter of men (24.8% or 27.6 million) in the United States experienced some form of contact sexual violence in their lifetime;

WHEREAS, Sexual Assault Awareness Month draws attention to the fact that sexual violence is widespread and has implications for every community member; and

WHEREAS, we must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

WHEREAS, everyone has a right to be safe and ending sexual violence requires the leadership of survivors, support of their community via collaborative efforts of law enforcement, tribal justice systems, public health

officials, and our community members; it is important that everyone shares a strong message that sexual violence is unacceptable; and

WHEREAS, sexual violence remains one of the most prevalent, yet underreported crimes in the U.S.; therefore, be it

RESOLVED, Columbus County Commissioners proclaim the month of April to be Sexual Assault Awareness Month, recognizing survivors of sexual violence and advocates, and others that serve them during April, that we stand united in our commitment to end all forms of sexual violence in Columbus County.

NOW, THEREFORE, Columbus County Commissioners do hereby proclaim April as Sexual Assault Awareness Month. We call upon Columbus County collaborative professional members, law enforcement, tribal organizations, health officials and all community members to speak out against sexual violence and support efforts within Columbus County by assisting victims of violence and the healing they seek, and return our community full of respect, compassion and safety.

Agenda Item # 9: PROCLAMATION – TELECOMMUNICATORS’ WEEK: Emergency Services Interim Director Kay Stephens requested the adoption of the ‘Telecommunicators Week’ Proclamation.

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



**Columbus County
Proclamation
National Telecommunicators Week
April 13-April 19, 2025**



WHEREAS, the Columbus County Public Safety Communications Center, known as Columbus Central, plays a vital role in the protection of human life and property in our county; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, while enduring long shifts and handling frequent life and death emergencies, Columbus Central Telecommunicators set high standards in performing their duties in a dedicated, diligent, and compassionate manner; and

WHEREAS, Public Safety Telecommunicators serve as a vital link for our Law Enforcement Officers and Fire and EMS Personnel by constantly monitoring radio frequencies, and providing critical information to ensure their safety; and

WHEREAS, these dedicated professionals efficiently coordinate emergency services to ensure the health and safety of our residents, visitors and travelers in our cities, towns, county, and on our highways, 24 hours a day, seven days a week; and

WHEREAS, Columbus Central Telecommunicators are rarely visible to the public while performing an exceptional service that deserves praise and recognition.

NOW, THEREFORE, BE IT RESOLVED, by the Columbus County Board of Commissioners do hereby proclaim April 13-April 19, 2025, as

TELECOMMUNICATORS WEEK IN COLUMBUS COUNTY we the Columbus County Board of Commissioners, do hereby proclaim April 13-April 19, 2025, as National Telecommunicators Week and commend the devotion, contributions and services of the Columbus County Telecommunicators.

PROCLAIMED this, the 7th day of April, 2025. **Columbus County Commissioners**

Agenda Item # 10: PROCLAMATION – LINEMAN APPRECIATION DAY: BEMC Communications Manager Brookes Versaggi requested the adoption of the ‘Lineman Appreciation Day’ Proclamation.

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



Columbus County Proclamation



Linemen Appreciation Day April 18, 2025

WHEREAS, the profession of Electric Linemen requires passion, dedication and is steeped in tradition; and

WHEREAS, linemen work 365 days a year in inclement weather and hazardous weather conditions to build, maintain and repair the electric infrastructure; and

WHEREAS, linemen also are often the first responders during storms and other catastrophic events, working to make the scene safe for other first responders; and

WHEREAS, Columbus County joins other communities across the nation in recognizing and celebrating the profession of Electric Linemen and therefore, we honor our Brunswick Electric personnel for exemplary service to the County.

NOW, THEREFORE, BE IT RESOLVED, by the Columbus County Board of Commissioners do hereby proclaim April 18, 2025 as **LINEMAN APPRECIATION DAY** and call upon all citizens and businesses to acknowledge and thank the linemen you see for the selfless work they perform every day to keep our power on and the public safe.

PROCLAIMED this, the 7th day of April, 2025.

Columbus County Board of Commissioners

Agenda Item # 11: EMPLOYEE SPOTLIGHT – RECOGNITION OF JODY KING and REGGIE

MORRISON: County Manager Eddie Madden and Interim Emergency Services Director Kay Stephens recognized paramedics Jody King and Reggie Morrison for their achievement in winning the North Carolina State Paramedic competition.

Interim Emergency Services Director Kay Stephens stated:

With this historic triumph, the dedicated team from Columbus County, consisting of paramedics Jodie King, who is employed by both Columbus County Emergency Services and Whiteville Rescue, and Reggie Morrison, who serves with Whiteville Rescue, will advance to the state competition, set to take place in Greensboro, North Carolina, in May 2025. This milestone marks a significant moment not only for Whiteville Rescue but also for Columbus County, as it is the first time a team from the area has reached the state level in this competition.

The hard work, commitment, and exceptional skills displayed by Jodie and Reggie have paved the way for this groundbreaking accomplishment, showcasing the dedication of local first responders to serve and protect our community. Jodie and Reggie have spent countless hours participating in training and collaborating with one another to ensure that they are ready for the challenges that lie ahead.

Their journey to Greensboro is not just about competition. It represents the collective spirit of our community, the support from our local leaders, and the encouragement of friends and family who believe in their mission. As the date approaches, the team will continue to prepare, embodying the values of teamwork, excellence, and resilience.

The entire community stands behind Jodie and Reggie, ready to cheer them on as they take this step in their journey. Whiteville Rescue is not just competing for themselves, they are competing for Columbus County, and their legacy will inspire future generations of first responders to strive for greatness.

Congratulations to Jodie King of Columbus County Emergency Services and Reggie Morrison of Whiteville Rescue on this outstanding achievement. We eagerly look forward to the exciting events ahead in Greensboro, where they will represent us all with pride and determination.

Agenda Item # 12: HEALTH DEPARTMENT – INTRODCUTION of the NEW HEALTH DIRECTOR:

Health Services Director Kim Smith introduced the new Health Director.

Health Director Kim Smith stated: Good evening tonight I'm going to do very little talking because I'm going to turn it over to Chairman of our Board of Health, Ms. Pat Ray.

Pat Ray, Chairman of the Board of Health, stated: Thank you all for allowing us to be here this evening for a special announcement. As Kim mentioned, we have been working with the Board of Health since November on our search after receiving the disappointing news that Kim would be retiring.

I also want to extend a special thank you to Mr. Scott Floyd for his dedication and hard work on the board. We truly appreciate it.

It is my pleasure to introduce our new Health Director, but I also want to thank Shane Cartrette and Dr. Randy Kirby for serving on the committee as well. After working together for many months in our search, we brought the final decision to the entire Board of Health, and the board voted on who we would offer the position to. We were pleased with the number of qualified candidates who applied, and it was a difficult decision, but we have selected and voted on Daniel Buck. Daniel has worked at the Health Department for eight years, so he is not a newcomer to us.

Daniel Buck stated: I just wanted to say a big thank you to the board for trusting me to continue serving our residents. I'm excited to keep serving the place I call home. If you need me, you know where to find me. Thank you.

Pat Ray, Chairman of the Board of Health, stated: We're looking forward to Daniel's leadership and to continuing our work with the Health Department on the health and well-being of all our citizens in Columbus County.

Agenda Item # 13: ANGELA NORRIS – DISCUSSION ABOUT “THE WALL THAT HEALS” THAT WILL BE COMING TO COLUMBUS COUNTY APRIL 21ST THROUGH APRIL 28TH

The Veterans Memorial Park of America is honored to host *The Wall That Heals*, a three-quarter-scale replica of the Vietnam Veterans Memorial in Washington, D.C. While there are many traveling walls, this is the only one originating from Washington, D.C., and it is preserved by the same foundation that maintains the original memorial. In addition to the wall, a mobile education center will accompany it, featuring memorabilia and the stories behind the names on the wall.

Out of over 100 applications, Columbus County was selected as one of only 30 locations to host the tour this year, and we are thrilled about this opportunity. The Wall will be escorted through downtown Whiteville on Tuesday, April 22nd, by an 18-wheeler, with Rolling Thunder providing the escort. They've reached out to around 20 different motorcycle groups, and we expect at least 300 motorcycles to accompany the Wall through town. We're encouraging everyone who can to line the streets and help welcome the Wall and its riders. This show of support is especially meaningful, as we remember that many of our Vietnam veterans did not receive a warm welcome when they returned home.

This event is deeply personal to me because I have friends whose names are on the Wall. We want Columbus County to shine in this moment. We've participated in multiple Zoom meetings with Washington, D.C., including one this morning, to ensure everything goes smoothly. We don't want to be like some places where the Wall arrives to little or no support. We want our community to come out and show respect for the Wall, the veterans, and the Gold Star families attending the event.

The Wall will be set up on Wednesday morning, with 30 to 40 volunteers assisting in the process. It includes 146 pounds of names, 58,281 in total. The mobile education center will also feature three six-foot screens displaying these names, and an 'In Memory' program has been started to honor veterans who have passed away since returning home. Out of 79 nominations from North Carolina, 22 have ties to Columbus County, and one nomination has also been submitted from South Carolina.

We need to show the world, including Washington, D.C., what Columbus County is all about. Once the Wall is set up, it will be open 24 hours a day until Sunday at 2 p.m., after which it will be taken down and moved to Roxboro, North Carolina. This marks the first time there will be two locations in North Carolina, and we're proud to be the first."

On Thursday, April 24th, there will be a Welcome Home Ceremony at 6 p.m. at the park, and we'd love to see as many of you there as possible. A Vietnam veteran will read a poem about the welcome home experience, and attendees will have the opportunity to tour the Wall and the Education Center. Private group tours can also be

scheduled. Please note that during the ceremony, the Wall will be closed to the public. Additionally, no eating, drinking, smoking, or pets will be allowed, except for service animals.

On Friday, April 24th, at sunset, there will be an Agent Orange Awareness Ceremony. This will be one of the quietest ceremonies you'll experience, with only a prayer being spoken. The Wall will be lit in orange, and teal candles will be handed out to attendees. Many Vietnam veterans have died as a result of Agent Orange exposure, and the survivors continue to suffer its effects.

Saturday, April 26th, will have no ceremonies, but the Wall will be open to the public all day. Schools will be out that week, so I encourage you to bring your children, grandchildren, or great-grandchildren. This is a unique opportunity to see a replica of a national monument that may never return to our area.

We've worked tirelessly since November to raise the necessary funds to bring the Wall here, and we need the support of our community. On Sunday, April 27th, at 1:45 p.m., we'll hold a brief closing ceremony to thank everyone for their support, including our sponsors. At 2 p.m., the Wall will be taken down and transported to its next location.

I've been to the Wall in Washington, D.C., and I've also visited a traveling Wall in North Carolina. The experience is deeply emotional. When you see letters that were meant to be sent home but were never received by the soldiers, it's impossible not to be moved. If that doesn't touch your heart, then nothing will.

I look forward to seeing everyone there and showing our veterans the respect they deserve.

Agenda Item #14: COOPERATIVE EXTENSION- ROB EMENS from NC DEPARTMENT of ENVIRONMENTAL QUALITY to PRESENT an UPDATE on GIANT SALVINIA: Rob Emens from the NC DEQ gave an annual update on the eradication of Giant Salvinia in Columbus County.

The state sees this as an important project in terms of managing aquatic weeds. It's the only site in North Carolina where it's found, located in Gateway Swamp, which is near Cherry Grove. The project came to my attention in 2020, and we began managing the site in 2021.

For those who may not know, Giant Salvinia is an aquatic plant. But it's not just any aquatic plant; it's a regulated one. Giant Salvinia is an invasive species, and it's illegal to bring it into the country, possess it in North Carolina, or sell or trade it in any way. Unfortunately, Columbus County has it. Of course, nobody wants Giant Salvinia because it wreaks havoc on the environment. It impacts recreational activities on the water, disrupts agricultural operations, and contributes to flooding.

The state views this as an important project for managing aquatic weeds. It's the only site in North Carolina where it's found, located in Gateway Swamp near Cherry Grove. The project came to my attention in 2020, and we began managing the site in 2021.

This is a partnership between the state of North Carolina, the North Carolina Department of Environmental Quality, the county, and the Army Corps of Engineers.

This year, my budget requests a total project cost of \$150,000, with a 50/50 cost share between the state and the county. This means the county will contribute \$75,000 this year, which aligns with the funding from the past couple of years. After this year, I anticipate the total project cost will decrease from \$150,000 to \$80,000, then \$40,000, and finally \$20,000. So, the county will contribute \$75,000 this year, and another \$75,000 will cover the costs for the next three years. After that, we should be very close to wrapping up the project."

Funding will be presented in the FY 25-26 budget.

Mr. Emens' PowerPoint is available for viewing in the Clerk's office.

Agenda Item # 15: ECONOMIC DEVELOPMENT – ACCEPTANCE of the BUILDING REUSE and INCENTIVE GRANT: EDC/Planning Director Gary Lanier requested approval of the Building Reuse and Incentive Grant for Barrier Fencing which will create 151 jobs in Columbus County. This action item is associated with the previously held public hearing.

MOTION:

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

Agenda Item # 16: COLUMBUS COUNTY SCHOOLS – APPROVAL to use LOTTERY FUNDS for HVAC at EAST COLUMBUS HIGH SCHOOL and SOUTH COLUMBUS HIGH SCHOOL: Assistant Superintendent Adam Thompson requested to use lottery funds for HVAC systems for East and South Columbus High Schools.

Assistant Superintendent Adam Thompson stated: We are here today to request approval for the release of \$760,000 from our repair and renovation lottery funds for the installation of HVAC systems in the gymnasiums at East Columbus and South Columbus High Schools. We have already received certificates of review from the NCDPI for both projects, and at this time, we are simply seeking your approval to proceed with the distribution request.

MOTION:

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

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

Date of Request: 3/25/2025

DPI USE ONLY

Approved By: _____

Date: _____

County: Columbus CountyContact Person: Adam Thompson

Address: 127 W Webster St, Whiteville, NC 28472Title: Assistant Superintendent

LEA: Columbus Co. Schools (240)Phone: 910-642-5168

Address: 2586 James B. White Hwy Building A Whiteville NC, 28472Email: athompson@columbus.k12.nc.us

Project Title: East Columbus Jr/Sr High School Gym HVAC

Project Address: 32 Gator Lane Lake Waccamaw, NC 28450

Type of Facility: Gymnasium

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): New HVAC system for the existing gym.

Estimated Start Date: May 8, 2025Estimated Completion Date: August 12, 2025

Estimated Costs:

Planning and Design Services.....\$

New Construction – Facility Enlargement\$

New Construction – Addition(s)\$

Existing Construction – Facility Improvements\$380,000.00

Existing Construction – Facility Repairs\$

Existing Construction – Facility Renovations\$

TOTAL\$380,000.00

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$380,000.00 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners)(Date)

(Signature – Chair, Board of Education)(Date)

PRINT FORM

Form Date: March 12, 2024

CLEAR FORM

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI USE ONLY
Approved By: _____
Date: _____

Date of Request: 3/25/2025

County: Columbus County	Contact Person: Adam Thompson
Address: 127 W Webster St, Whiteville, NC 28472.72	Title: Assistant Superintendent
LEA: Columbus Co. Schools (240)	Phone: 910-642-5168
Address: 2586 James B. White Hwy Building A Whiteville NC, 28472	Email: athompson@columbus.k12.nc.us

Project Title: South Columbus High School Gym HVAC
Project Address: 40 Stallion Dr. Tabor City NC 28463
Type of Facility: Gymnasium

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): New HVAC for the existing gym.

Estimated Start Date: May 8, 2025	Estimated Completion Date: August 12, 2025
Estimated Costs:	
Planning and Design Services.....	\$ _____
New Construction – Facility Enlargement	\$ _____
New Construction – Addition(s)	\$ _____
Existing Construction – Facility Improvements	\$ 380,000.00
Existing Construction – Facility Repairs	\$ _____
Existing Construction – Facility Renovations	\$ _____
TOTAL	\$ 380,000.00

We, the undersigned, agree to submit a statement of state monies expended for this project within days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$380,000.00 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners)	(Date)
(Signature – Chair, Board of Education)	(Date)

PRINT FORM

Form Date: March 12, 2024

CLEAR FORM

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making amendments to the Columbus County Schools – Repair
& Renovation Lottery Funds (ECHS) Capital Project Fund
for the Fiscal Year beginning July 1, 2024

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

Section 1: The following amounts are hereby made to the Columbus County Schools – Repair & Renovation Lottery Funds (ECHS) Capital Project Fund pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2024.

Source of Revenue		Current Budget
20-3598-449131	REPAIR & RENOVATION LOTTERY FUNDS (ECHS)	\$ 380,000
Total Estimated Revenues		\$ 380,000
Project Appropriations		
20-5926-550045	CAPITAL OUTLAY-COUNTY SCHOOLS (ECHS)	\$ 380,000
Total Project Appropriations		\$ 380,000

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 April 7, 2025.
ADOPTED, this 7th day of April, 2025

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making amendments to the Columbus County Schools – Repair & Renovation Lottery Funds (SCHS) Capital Project Fund for the Fiscal Year beginning July 1, 2024

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

Section 1: The following amounts are hereby made to the Columbus County Schools – Repair & Renovation Lottery Funds (SCHS) Capital Project Fund pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2024.

Source of Revenue			Current Budget
	20-3599-449131	REPAIR & RENOVATION LOTTERY FUNDS (SCHS)	\$ 380,000
Total Estimated Revenues			\$ 380,000
Project Appropriations			
	20-5927-550045	CAPITAL OUTLAY-COUNTY SCHOOLS (SCHS)	\$ 380,000
Total Project Appropriations			\$ 380,000

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 April 7, 2025.
ADOPTED, this 7th day of April, 2025

Agenda Item # 17: TRANSPORTATION – APPROVAL of the AMENDMENT to the LEASE AGREEMENT BETWEEN COLUMBUS COUNTY TRANSPORTATION and Transdev: Transportation

Director Joy Jacobs requested approval of the amendment to the lease agreement between Columbus County Transportation and Transdev to cycle out old vehicles with new vehicles.

MOTION:

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

VEHICLE LEASE AGREEMENT AMENDMENT #2

This Vehicle Lease Agreement Amendment #2 (hereinafter referred to as “Amendment”) made and entered into this 17th day of March, 2025 between Columbus County (hereinafter referred to as “Lessor”), and Transdev Services, Inc. (hereinafter referred to as “Lessee”). This Amendment is amending Vehicle Lease Agreement (hereinafter referred to as “Agreement”), made and entered into the 1st day of July, 2024 between Columbus County and Transdev Services, Inc. This Amendment is a subcontract of the agreement(s) between the North Carolina Department of Transportation and the Lessor, for Project No.(s) 24-39-076. All other provisions contained in the agreement(s) between the North Carolina Department of Transportation and the Lessor are herein incorporated by reference.

Witnesseth:

Addition to Article I

Leased Vehicles: The Lessor hereby leases to the Lessee the vehicle(s) described in Exhibit 1 attached hereto and made a part hereof (hereinafter referred to as vehicle(s)), upon the conditions and covenants set forth below. The Lessee shall utilize the project equipment in accordance with the procedures and guidelines set forth in Federal Transit Administration Circulars 5010.1C, dated October 1, 1998; 9040.1E, dated October 1, 1998; and 9070.1E, dated October 1, 1998, or any subsequent revisions or amendments thereto; the project description set forth in the project application and the Transportation Development Plan or Community Transportation Service Plan for Columbus County.

Addition to Article II

Terms of Lease and Commencement Date: The terms and commencement date of the Agreement shall be incorporated herein by reference. In the event of noncompliance with this Amendment and/or the Agreement, the Lessor may terminate this Amendment and/or Agreement by giving the Lessee 30 days’ advance written notice.

Addition to Article V

Repair of Fire Damage or Other Casualty-Replacement in Case of Theft or Other Loss: Lessee will assume full responsibility for any type of loss or damage to the vehicle(s) and it will be the sole responsibility of the Lessee to repair or replace the vehicle(s), if this becomes necessary. Lessor has no obligation for any loss in regard to the vehicle(s).

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their respective names, by their duly authorized officers

EXHIBIT I

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

Description of Vehicles

Model			
Year	Model	VIN Number	Vehicle Type
2020	MVAN	2C4RDGBG0LR175776	Minivan
2025	MVAN	2C4RC1BG3SR527635	Minivan
2019	STARLITE	1FDEE3FS2KDC59758	20ft LTV Lift
2020	U4XE	1FDVU4X86LKB17597	Lift Conversion Van
2017	E-350	1FDEE3FS9HDC31979	20 Ft LTV

2019 S4XE	1FTRS4XM8KKA77143	Lift Conversion Van
2022 X2CG	1FDAX2CG1NKA69808	Lift Conversion Van
2019 S4XE	1FTRS4XM4KKA53793	20ft LTV
2015 MINIVAN	2C4RDGCGXFR719509	Minivan
2024 Starlite	1FDEE3FN2RDD33636	20 Ft LTV
2018 Elkhart	1FDEE3FS3JDC18599	20Ft Lift
2025 E-350	1FDEE3FN7SDD08432	20 FT LTV Lift
2025 E-350	1FDEE3FN8SDD08374	20 FT LTV Lift
2021 Starcraft	1FDEE3FNXMDC20591	20 Ft Lift
2021 Starcraft	1FDEE3FN1MDC20592	20 Ft Lift 2021 E-250
Allstar	1FDEE3FN9MDC09825	22 Ft Lift
2022 K1CF	1FDZK1C85NKA69413	Lift Conversion Van
2022 K1CF	1FDZK1C8XNKA70024	Lift Conversion Van

Agenda Item # 18: AIRPORT – APPROVAL of the LOW BID from RUFUS YOUNG CONSTRUCTION and CONTRACT AUTHORIZATION for AWOS CLEARING and GRUBBING: Airport Director Phil Edwards requested approval of the low bid from Rufus Young Construction in the amount of \$445,199.80, for clearing and grubbing of 16 acres for the Automated Weather Observation System (AWOS), and authorization of contract pending approval from the County Manager and Attorney.

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

Columbus County Municipal Airport
 AWOS Critical Area Clearing and Grubbing
 TBI No. 2206-2404
 Bid Date: Thursday March 20, 2025

This Tabulation was prepared by Talbert & Bright, Inc. and is correct to the best of our knowledge, information, and belief.

By: E.V.A-Jewie

Date: 3/24/2025

					Rufus Young Construction, Inc.		Carolina Cleaning & Restoration, LLC		Evergreen Clearing, Inc		DPH General Contractors			
					7126 Chauncey Town Road Lake Waccamaw, NC 28450 License # 71799		105 Turner Run Drive Greenville, NC 27858 License # 82325		3301 Cstle Hayne Road Castle Hayne, NC 28429 License # 99977		PO Box 202 Wallace, NC 28466 License # 74731			
Base Bid														
Item	Spec.	Description	Unit	Quantity	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total		
1	PSP	Access Road and Pad Including Geotextile Fabric	SY	2,900	\$ 24.23	\$ 70,267.00	1	\$ 10.00	\$ 28,000.00	\$ 31.14	\$ 90,306.00	\$ 24.00	\$ 69,600.00	
2	PSP	Stop Sign	Each	1	\$ 600.00	\$ 600.00	1	\$ 2,000.00	\$ 2,000.00	\$ 250.00	\$ 250.00	\$ 600.00	\$ 600.00	
3	C-102	Temporary Seeding and Mulching	ACRE	3	\$ 1,500.00	\$ 4,500.00	1	\$ 3,800.00	\$ 11,400.00	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00	
4	C-102	Installation and Removal of Silt Fence	LF	12,000	\$ 5.10	\$ 61,200.00	1	\$ 6.00	\$ 72,000.00	\$ 4.00	\$ 48,000.00	\$ 4.00	\$ 48,000.00	
5	C-102	Silt Fence Stone Outlet	Each	2	\$ 1,200.00	\$ 2,400.00	1	\$ 700.00	\$ 1,400.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	
6	C-102	Temporary Construction Entrance	Each	1	\$ 4,000.00	\$ 4,000.00	1	\$ 3,800.00	\$ 3,800.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	
7	C-105	Mobilization	LS	1	\$ 22,000.00	\$ 22,000.00	1	\$ 58,000.00	\$ 58,000.00	\$ 15,000.00	\$ 15,000.00	\$ 70,350.00	\$ 70,350.00	
8	TCI	Temporary Construction Items	LS	1	\$ 27,300.00	\$ 27,300.00	1	\$ 5,800.00	\$ 5,800.00	\$ 30,000.00	\$ 30,000.00	\$ 65,700.00	\$ 65,700.00	
9	CLW	Wetlands Clearing	Acre	3	\$ 13,708.00	\$ 41,124.00	1	\$ 18,900.00	\$ 56,700.00	\$ 22,000.00	\$ 66,000.00	\$ 17,250.00	\$ 51,750.00	
10	P-151	Clearing and Grubbing	Acre	16	\$ 7,498.00	\$ 119,968.00	1	\$ 14,815.00	\$ 237,040.00	\$ 16,500.00	\$ 264,000.00	\$ 17,250.00	\$ 276,000.00	
11	P-152	Site Grading	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 11,500.00	\$ 11,500.00	\$ 13,000.00	\$ 13,000.00	\$ 42,800.00	\$ 42,800.00	
12	P-152	Undercut Excavation	CY	400	\$ 25.00	\$ 10,000.00	1	\$ 15.00	\$ 6,000.00	\$ 19.00	\$ 7,600.00	\$ 80.00	\$ 24,000.00	
13	T-901	Seeding	Acre	18	\$ 2,092.80	\$ 37,670.40	1	\$ 1,800.00	\$ 32,400.00	\$ 2,420.00	\$ 43,560.00	\$ 2,000.00	\$ 36,000.00	
14	T-901	Watering	1,000 gal	750	\$ 2.00	\$ 1,500.00	1	\$ 28.00	\$ 21,000.00	\$ 120.00	\$ 90,000.00	\$ 34.00	\$ 25,500.00	
15	T-908	Mulching	Acre	18	\$ 2,092.80	\$ 37,670.40	1	\$ 1,800.00	\$ 32,400.00	\$ 805.55	\$ 14,499.90	2	\$ 2,000.00	\$ 36,000.00
Total-Base Bid						\$ 445,199.80		\$ 580,440.00		\$ 697,215.90		\$ 762,300.00		

TALBERT & BRIGHT

March 26, 2025

Mr. Phil Edwards
Airport Director
Columbus County Airport
467 Airport Road
Whiteville, NC 28472

RE: Columbus County Municipal Airport (CPC)
AWOS Critical Area Clearing and Grubbing
TBI No. 2206-2501

Dear Phil:

Bids were taken on Thursday, March 20, 2025, for the AWOS Critical Area Clearing and Grubbing project at Columbus County Municipal Airport. Four bids were received for this project, one from Rufus Young Construction, Inc., one from Carolina Clearing and Restoration, LLC, one from Evergreen Clearing, Inc., and one from DPH General Contractors. We have reviewed the bids received and prepared the attached bid tabulation. Rufus Young Construction, Inc. is the lowest responsive and responsible bidder in the amount of \$445,199.80.

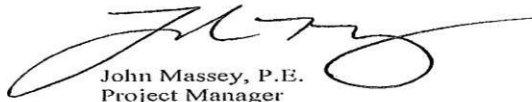
As coordinated with NCDOT Division of Aviation, the project was advertised with a DBE goal of 0.0%. Rufus Young Construction, Inc. submitted the required DBE paperwork with their bid and indicated that they would provide 0.0% DBE participation.

Rufus Young Construction, Inc. did provide a bid bond in accordance with the specifications and other bid documents have been properly completed and signed including their DBE paperwork. Rufus Young Construction, Inc. is a properly licensed contractor for this work scope and is pre-qualified as a Bidder with the NCDOT. Rufus Young Construction, Inc. is licensed by the State of North Carolina Licensing Board for General Contractors with a classification of "Highway" and financial limitation of "Limited", both of which are appropriate for the work being performed with this project.

Based on this information, Talbert & Bright Inc. finds no information that Rufus Young Construction, Inc. is considered non-responsive nor unqualified and based on our review and the information presented in this letter, we recommend award of the contract to Rufus Young Construction, Inc. in the amount of \$445,199.80. Costs for this project will be paid for through the BIL AIG funds that Columbus County has applied for specifically for this project.

If you have any questions about the enclosed information, please let me know.

Sincerely,



John Massey, P.E.
Project Manager

Enclosures

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

Agenda Item # 19: EMERGENCY SERVICES – APPROVAL to EXTEND the CONTRACT with DR. PETER CHAMBERS for the EMS and E911 MEDICAL DIRECTOR: Interim Emergency Services Director Kay Stephens requested approval to extend the contract with Dr. Peter Chambers for the EMS and E911 Medical Director.

MOTION:

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

STATE OF NORTH CAROLINA COUNTY OF COLUMBUS

HEALTH PROFESSIONAL CONTRACT

THIS CONTRACT, entered into this 1st day of July, 2025, by and between the COUNTY OF COLUMBUS (hereinafter called "COUNTY"), and Dr. Peter R. Chambers, M.D., (hereinafter called "MEDICAL DIRECTOR"), whose principal office and place of business is in Columbus County;

WITNESSETH:

WHEREAS COUNTY has implemented an Emergency Services System to provide Emergency Medical Services and E- 911 service in Columbus County and;

WHEREAS, MEDICAL DIRECTOR has agreed to provide medical consultation and direction in support of COUNTY'S Emergency Medical System and the E-9-1-1 Emergency Medical Dispatch (EMD) program;

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

1. Scope of Services. MEDICAL DIRECTOR shall provide the services set forth in Schedule "A," attached hereto and made a part hereof by reference. MEDICAL DIRECTOR will devote such time as reasonably necessary to fulfill the responsibilities set forth herein. MEDICAL DIRECTOR

shall be allowed to continue to engage in the private, or other, practice of medicine when not performing duties required of this Contract.

2. Term of Agreement. The term of this Contract shall be three (3) years beginning July 1, 2025 and ending June 30, 2028, subject to prior termination pursuant to Section 23.
3. Payment. County shall pay MEDICAL DIRECTOR for services rendered pursuant to this Contract the sum of THIRTY THOUSAND DOLLARS AND NO/100 (\$30,000.00), to be paid in monthly payments of TWO THOUSAND, FIVE HUNDRED AND NO/100 (\$2,500.00) each commencing in the month of July, 2025.
4. Exclusive Agreement. This Contract is exclusive. COUNTY does not reserve the right to contract with other medical directors to perform same or similar duties during the duration of this Contract. MEDICAL DIRECTOR, however, is not exclusively bound to COUNTY, and MEDICAL DIRECTOR is free to pursue other private employment on either a full or part time basis.
5. Minimum Qualifications. Professional, or Professional's employees, shall possess and maintain the minimum qualifications set forth in Schedule B attached hereto and made a part hereof by reference.
6. Independent Contractor. MEDICAL DIRECTOR acknowledges that, in entering into this Contract and providing services, MEDICAL DIRECTOR is acting as an independent contractor. Neither MEDICAL DIRECTOR nor his or her employees, members or personnel shall be deemed or construed to be employees of COUNTY at any time during the duration of this Contract. MEDICAL DIRECTOR shall be solely responsible for payment of all required state and federal taxes and shall provide such documentation to COUNT as COUNTY deems necessary to meet any and all federal and state tax guidelines regarding employment contract employees.

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

7. Indemnity. MEDICAL DIRECTOR shall indemnify and hold COUNTY, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney's fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by MEDICAL DIRECTOR hereunder, resulting from the negligence of or the willful act or omission of MEDICAL DIRECTOR, his/her agents, employees and subcontractors.

COUNTY hereby agrees it shall indemnify and hold MEDICAL DIRECTOR harmless from all claims, demands causes of actions, or other liability, including attorney's fees, resulting from or on account of personal injuries or death, or on account of property damages arising out of or relating to the work to be performed by COUNTY's Emergency Medical System and 9-1-1 employees hereunder, resulting from the negligence of COUNTY's Emergency Medical System and 9-1-1 communication employees.

8. Insurance. COUNTY shall furnish and maintain without cost or expense to MEDICAL DIRECTOR errors and omissions coverage providing liability limits in the minimum amount of TWO MILLION AND NO/100 DOLLARS ((\$2,000,000.00) annual aggregate. COUNTY shall have its insurance agent and/or company furnish to MEDICAL DIRECTOR a certificate of insurance evidencing the existence of such coverage, and providing for fifteen (15) days notice of any material change in coverage.
9. Certificates and Notice of Cancellation. Before commencing work under this Contract, or within a reasonable time thereafter, both parties hereto shall furnish, each to the other, with certificates of all insurance required hereunder. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

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

The Certificate of Insurance, naming COUNTY as an additional insured, shall be further evidenced by an actual endorsement furnished to COUNTY from the insurer within thirty (30) days of

the signing of this Contract or a reasonable time thereafter, between MEDICAL DIRECTOR and COUNTY.

- 10. Extra Work. COUNTY and MEDICAL DIRECTOR shall negotiate and agree upon the value of any extra work prior to the issuance of a Change Order covering said extra work. Such Change Order shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.
- 11. Conflict of Interest. No paid employee of COUNTY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.
- 12. Subcontracts. MEDICAL DIRECTOR shall utilize no subcontractors for carrying out the services to be performed under this Contract without the written approval of COUNTY.
- 13. Binding Effect. This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.
- 14. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Contract.
- 15. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.
- 16. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.
- 17. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To COUNTY:
Columbus County Attorney
Attention: Amanda Prince
127 W. Webster St.
Whiteville, North Carolina 28472

To MEDICAL DIRECTOR:
Peter R. Chambers, M.D.

- 18. Assignability. It is mutually agreed by the parties hereto that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.
- 19. Nondiscrimination. MEDICAL DIRECTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the activities which are the subject of this Contract, because of race, creed, color, sex, age, disability, or national origin.
- 20. Non-appropriation. All funds for payment by COUNTY under this Contract are subject to the availability of any annual appropriation for this purpose by the Columbus County Board of Commissioners (hereinafter referred to as "Board"). In the event of non-appropriation of funds by the Board for the services provided under this Contract, COUNTY will terminate this Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by MEDICAL DIRECTOR on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and COUNTY shall not be obligated under this Contract beyond the date of termination.
- 21. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

22. Termination. This Contract may be terminated at any time by either party, without penalty, provided that written notice of such termination is furnished to the other party at least sixty (60) days prior to termination. Net payment shall be appropriated at the date of termination.
23. Entire Agreement. This Contract 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 Contract must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplicate originals.

COUNTY OF COLUMBUS

Agenda Item # 20: FACILITY SERVICES – APPROVAL of the LOW BID from WATERS CONSTRUCTION and CONTRACT AUTHORIZATION for CONSTRUCTION of the NEW SHERIFF’S

OFFICE: Facility Services Director Stuart Carroll requested approval of the low bid from Waters Contracting in the amount of \$4,440,500 for construction of the new Sheriff’s Office and contract authorization pending approval from the County Manager and Attorney. This will be paid out of the SCIF allocation.

MOTION:

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



11 March 2025
Columbus County
127 W. Webster Street
Whiteville NC

Re: Columbus County Sheriff's Department Offices
Recommendation of Award

On March 11, 2025 Bids were received and opened for the above referenced project. A total of 9 bids were received with the low bidder being Waters Contracting. We recommend award for the base bid amount of \$4,427,000.00 plus Alternate 1 (Tower Removal) \$13,500.00 plus Alternate 2 (Owner preferred Fire Alarm) \$0 for a total of **\$ 4,440,500.00 to Waters Contracting.**
As we understand it, this is under the budget for this project.
Upon your direction we will draft a contract for your review.

Lee Dixon, AIA
Coastal Architecture *pllc*
architects-planners
sdg

4206 Bridges Street Ext., Suite C
Morehead City, NC 28557
252-247-2127 (Office)
252-241-1868 (mobile)
Lee@coastalarchitecture.net
www.coastalarchitecture.net

Lee D. Dixon, Jr., AIA
Architect/Owner
252-241-1868

P.O. Box 363
Morehead City, NC 28557
Lee@coastalarchitecture.net



Columbus County Sheriff's Department Offices
Whiteville, North Carolina
Architect Project #: 24002



11-Mar-25

Certified Bid Tabulation

Contractor	License #	Base Bid	Alternate #1	Alternate #2
Waters Contracting	81408	\$ 4,427,000.00	\$ 13,500.00	\$0
Monteith Construction	43319	\$ 4,544,700.00	\$ 42,000.00	\$0
TEAM Construction	75093	\$ 4,930,000.00	\$ 46,000.00	\$0
Trend Construction	86847	\$ 4,990,862.00	\$ 42,600.00	\$0
Thomas Construction	57620	\$ 4,784,000.00	\$ 43,175.00	\$0
Harrod and associates	32791	\$ 4,844,000.00	\$ 56,600.00	\$0
Graka Builders	19457	\$ 4,553,000.00	\$ 66,500.00	\$0
Bill Worley & Sons GC	16716	\$ 5,522,838.00	\$ 20,000.00	\$0
Timeless Construction	65784	\$ 4,650,700.00	\$ 8,000.00	\$0

Agenda Item # 21: FACILITY SERVICES – APPROVAL of the RIGHT of WAY to MOVE a POWER LINE: Facility Services Director Stuart Carroll requested approval of the right of way to move a power line.

MOTION:

Commissioner Bullard made a motion to approve, seconded by Commissioner Byrd. After discussion, the motion unanimously passed.

Prepared by: Duke Energy Progress, LLC
Return to: Duke Energy Progress, LLC
Attn: Leslie Smith
6402 Old Fort Road
Wilmington, NC 28411

Parcel # 062315; 089724

EASEMENT

State of North Carolina
County of Columbus

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 20____, from **COUNTY OF COLUMBUS**, a body politic organized and existing under the laws of the State of North Carolina ("**Grantor**", whether one or more), to **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 1294, Page 289, and Deed Book GG, Page 186**, Columbus County Register of Deeds ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

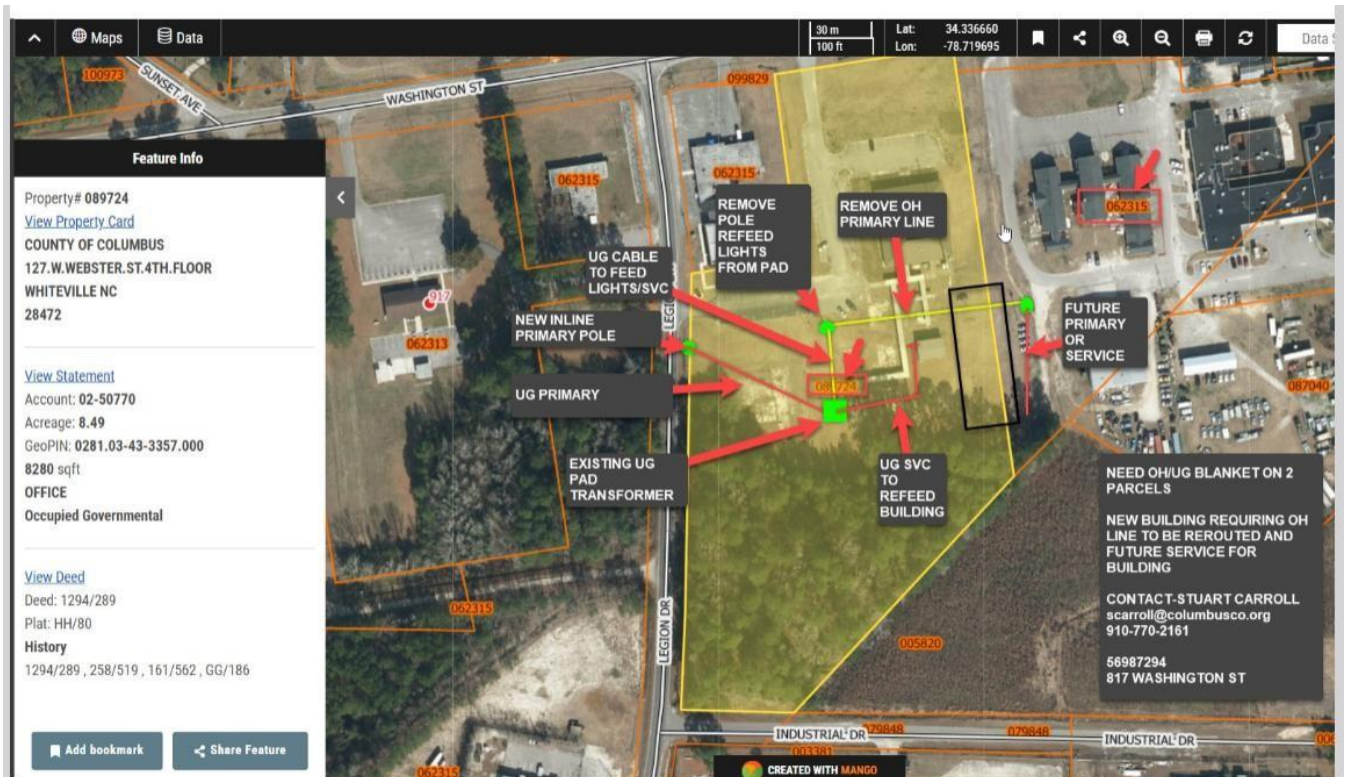
For Grantee's Internal Use:
Work Order #: 57305885-20

Page 1 of 3

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.



Agenda Item # 22: SHERIFF’S OFFICE / DETENTION CENTER – APPROVAL of the FOOD SERVICE AGREEMENT with KELLWELL Food Management for Detention Center: Logistics Captain Robert Creech requested approval of the Food Service Agreement with Kellwell Food Management for detention center.

MOTION:

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

Food Service Agreement

By and Between Kellwell Food Management AND The Columbus County Sheriff’s Office & Detention Center

THIS AGREEMENT is made and entered into by and between **Kellwell Food Management**, having its principal place of business at 637 Fairground Ridge Road, (P. O. Box Z), Beattyville, KY 41311, hereinafter referred to as “**Company**”, and the **Columbus County Sheriff’s Office and Detention Center**, a North Carolina government entity, hereinafter referred to as “**Client**”,

WHEREAS, Client, operates a detention center located at 805 Washington Street, Whiteville NC 28472 hereinafter referred to as the “**Facility**”;

WHEREAS, Company, is a food service provider and desires to provide such service for Client at Facility;

WHEREAS, Client desires Company to provide such services beginning on or around March 11th, 2025.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

- a. Company will be the exclusive provider of food service for Client at Facility and will provide consulting services as to administrative, dietetic, purchasing, equipment, meal services and personnel to prepare meals.
- b. Company will comply with and provide services required herein in accordance with applicable federal, state, and local statutes, ordinances, and regulations to include the American Correctional Association, the North Carolina Jail Standards (14J) as required by the North Carolina Department of Public Health & Safety and the Food & Nutritional Board of the National Academy of Sciences or as otherwise required by any federal or state agency having oversight of inmates incarcerated at the Facility.

- c. Food service required outside the scope of this Agreement will be provided by Company upon written authorization by Client at mutually agreed upon prices for such services.
- d. The menu shall provide the inmates of the Columbus County Detention Center a weekly average of 2,800 calories per day.
- e. The menu shall consist of two (2) hot and one (1) cold meal each day for each incarcerated individual in the Facility.
- f. Company will provide medically prescribed snacks.
- g. Milk will be provided to inmates twice (2) per week.
- h. Beverages will be served as individual packets.
- i. Fresh Fruit will not be provided.
- j. Cold Meal will consist of:
 - i. Two (2) Sandwiches ii. Bagged Chips iii. Cookies
 - iv. Individual Drink Packets v. Condiment Packets
- k. Cold Meals will be wrapped in plastic. Individual brown bags will not be provided.
- l. Chips will be bagged individually at the facility.
- m. Snacks and dietary/ lifestyle meals will be provided.
- n. Client agrees to always provide Company with (two) inmates during kitchen operations.

2. OPERATIONAL RESPONSIBILITIES: FOOD SERVICE

a. PREPARATION.

- i. Client shall notify Company of the number of meals required for each meal two (2) hours prior to designated serving time. If such notice is not given, Company will prepare the same number of meals as prepared for the previous meal.
- ii. Company shall ensure the preparation of meals.
- iii. Facility personnel shall transport meals to appropriate areas.
- iv. Facility personnel shall return trays to the kitchen after each meal in a timely manner to be cleaned and dried prior to next meal service.
- v. If trays are not returned in a timely manner and Company is required to prepare meals on Styrofoam trays, Client agrees to compensate Company for use of Styrofoam trays.

b. SPACE AND EQUIPMENT.

- i. Client will, at its expense, provide Company with kitchen space at Facility.
- ii. Client agrees to provide Company with adequate kitchen equipment and on the day of commencement be operational and ready to operate.
- iii. Client also agrees to provide Company with heat, refrigeration, lights, ventilation, and all other utility services, including local business telephone services as may be reasonably required for performance of the requirements of this Agreement.
- iv. Company will be responsible for the cost of long-distance telephone and computerized transmission service.

- v. Client will bear all additional costs to produce meals, if, for any reason, Client cannot provide adequate space, equipment, and utilities. Client agrees that, as of commencement, there is adequate space, equipment, and utilities.
- vi. Client will provide all cooking and preparation supplies which include, but are not limited to:
 - 1. Small & Service Wares
 - 2. Pots, Pans and Cooking Sheets
 - 3. Utensils
 - 4. Trays
 - 5. Eating utensils
 - 6. Plastic Cups
 - 7. Tray transportation carts
- vii. Client and Company agree that Company will retain sole access to locks and keys utilized to lock all storage, coolers, and freezers.
- viii. Company will provide Client with one copy of each key or passcode necessary to open any such lock.
- ix. Client will keep any such key or passcode in a secure location by the designee assigned by the Sheriff to be in command of the Facility and not to be accessed by any other deputy or employee of the Sheriff except under their direct written authorization and oversight.
- x. Should Client need access to any such areas secured and locked by Company, Client agrees to notify Company of such access with as much notice as possible, dependent upon the circumstances of the need.
- xi. If in the event a lock is cut or removed, Client agrees to reimburse Company for lock(s).

c. REPAIRS & MAINTENANCE.

- i. Client will provide general maintenance services to include, but not limited to:
 - 1. Gas Systems
 - 2. Water Systems
 - 3. Sewer/ Sewage Systems
 - 4. Ventilation Systems
 - 5. Lighting Systems
 - 6. Air Conditioning and Duct Systems
 - 7. Refrigeration Systems
 - 8. Freezer Systems
 - 9. Floors and Floor Coverings
 - 10. Walls
 - 11. Ceiling Surfaces
- ii. Client shall provide preventive maintenance and equipment repairs/ replacements for Client's owned equipment.
- iii. Company agrees to pay for any repairs to equipment where equipment was/ is damaged as result of negligence.

d. RETURN OF EQUIPMENT.

- I. Company shall return this equipment and premises in the condition in which received, except for ordinary wear and tear and except to the extent that said premises and equipment may

have been lost or damaged by fire, flood, or other disaster, and except to the extent that said equipment may have been stolen by persons other than employees of Company.

e. FOOD, PAPER, AND CLEANING SUPPLIES.

- i. Company shall purchase and pay for all food products and consumable supplies.
- ii. Company shall purchase all required paper products.
- iii. Client shall bear all cost associated with excessive use of paper products because of equipment losses, changes in production schedule/ requirements outside of Company's control and all calamities resulting from Acts of God.
- iv. Company shall purchase all required chemical and sanitation products required for normal operations pertaining to the kitchen operation.

f. SANITATION.

- i. Company will be responsible for daily cleaning and housekeeping.
- ii. Company will ensure the food preparation, storage and receiving area(s) are cleaned and sanitized daily.
- iii. Client will be responsible for extermination services and the removal of trash, garbage and frying oils from the designated food service area.
- iv. Client agrees to wash all sanitation & food preparation rags, towels and aprons.
- v. Client agrees that if Company is required to provide a laundry service to clean all items listed in section d. iv, then Client agrees to allow Company to modify price to cover the charge of this service.

g. RESIDENT WORK PROGRAM.

- i. Company will provide work opportunities for residents designated by Client for participation in the Resident Work Program.
- ii. Client agrees to provide, at a minimum, 12 - 15 inmate workers which will be utilized for the following functions:
 1. Food Preparation.
 2. Food Serving (Plating).
 3. Cleaning & Sanitation.
 4. Truck/ Inventory. 5. All other tasks as mutually agreed upon by Company & Client.
- iii. Both parties mutually agree that inmates will not be allowed to participate in the cooking of any meals.
- iv. Client agrees to bear all additional costs associated with Company needing to hire additional labor due to Client not being able to sustain the minimum number of inmate workers.

h. CONTINGENCY PLAN.

- i. Company will submit within sixty days (60) of commencement of services herein, a contingency plan to provide meal service in the event the area or services of Facility cannot be used.

- ii. Client will use its best efforts to assist Company by permitting reasonable variations in the menu cycle and method of service, as conditions may require. However, Company will not be relieved of its responsibility to provide meal service under this Agreement.
- iii. Additional costs, if any and if appropriately documented, incurred providing service during this time shall be reimbursed by Client.

i. LICENSE, FEES, PERMITS, AND TAXES.

- i. Company shall secure and pay all federal state and local licenses, permits and fees which may pertain to the provision of services required pursuant to this Agreement.

3. CONTRACTED PERSONNEL

a. STAFFING.

- i. Company shall provide personnel to perform the services set forth.
- ii. Compensation and benefits will be at the sole discretion of the Company and cannot be dictated by Client.
- iii. Company shall provide written job descriptions to each employee which clearly delineates all duties.
- iv. Company shall monitor its staff to verify performance compliance with the requirements of this Agreement.
- v. Company will permit only employees who have a clear background and drug screen to perform service at Facility.
- vi. Company agrees to evaluate the current food service staff to judge their ability to operate a Kellwell Food Management operational project but makes no promise to hire any (or all) permanently.
- vii. Company agrees that all Food Service Managers should obtain and keep active/ valid, a SERVSAFE Managers Certification. Company will offer this training to all managers at the end of their 90-day probationary period.

b. ORIENTATION.

- i. Company and Client will jointly provide orientation to any Company employee providing services at Facility.
- ii. Orientation will address, at a minimum, applicable Facility policies, procedures, and security issues.

c. PERIODIC HEALTH EXAMS.

- i. Company shall cause its employees assigned to duty at Facility to submit to periodic health exams at least as frequently and stringently as required by North Carolina statutes and will submit to Client in the form of a valid food handler's certificate.

d. FACILITY ADMITTANCE.

- i. Upon the request of Client, background checks and drug testing will be conducted by Company at its expense on all its staff working at the Facility.
- ii. Client reserves the right, in its sole discretion, to deny, revoke or suspend its approval of admittance to Facility to any Company personnel and will inform Company of any such denial or revocation.
- iii. In this event, Company shall provide alternate personnel to supply services required herein.

e. **EMPLOYMENT OF MANAGERIAL STAFF.**

- i. Client and Company agree that, without specific permission of the other party, neither party will hire a supervisory employee of the other for the period of this Agreement and twelve months thereafter final day of employment.

f. **SECURITY.**

- i. Client will always provide reasonable and adequate physical security for Company employees, suppliers, management, and other authorized visitors.
- ii. Client agrees to compensate Company for any food items and supplies lost due to theft by Facility employees.

4. **PAYMENT**

a. **PRICING METHOD.**

- i. Client and Company mutually agree to utilize a scaled pricing method.
- ii. Client shall pay Company the agreed upon price(s) listed below.
- iii. The fiscal arrangements in this Agreement are based on conditions existing on the date Company commences operations which include but are not limited to:
 - 1. Facility’s resident population
 - 2. Availability of resident labor
 - 3. Food & supply costs
 - 4. Federal, state, and local sales and other taxes
 - 5. Legislated labor costs
- iv. In the event of a change in these conditions, either party may request a revision of the fiscal arrangements to reflect the change.
- v. Pricing is dependent on the use of insulated trays.

b. **PRICING SCALE:**

Population		
From	To	Price Per Tray
<	129	To Be Negotiated
130	139	\$ 3.2097
140	149	\$ 3.0620
150	159	\$ 2.9339
160	169	\$ 2.8219
170	179	\$ 2.7231
180	189	\$ 2.6352
190	199	\$ 2.5566
200	209	\$ 2.4858
210	+	\$ 2.4218

- i. Common Fare & Medical Meals (including snacks) will be billed at the scaled rate.
- ii. Holiday Lifter meals will be billed at the inmate scaled rate.
- iii. If Company is required to provide any liquid dietary supplements, the rate will be charged at 'cost + 10%'.
- iv. Catering meals provided at a mutually agreed upon rate per the requirements of the meal service provided.
- v. If at any time during the term of contract the inmate count falls below the scale listed above, Kellwell requires Columbus County to renegotiate pricing befitting of the current inmate population.

c. INVOICES

- i. Company shall submit invoices at the beginning of each week that will cover the prior week's meals and services.
- ii. Company shall provide Client with a comprehensive weekly summary of meals, services, and credits.
- iii. This summary shall be forwarded to Facility Administrator or his designee each month.
- iv. Invoices will reflect the preceding week's food services as follows:
 - 1. Actual number of resident meals.
 - 2. Any additional food or beverage services as required.
 - 3. Calculation of total meals divided by the number of meal periods

d. PAYMENT TERMS.

- i. Payment terms are net + 30 days.

e. PAYMENT PROCESS.

- i. Payments may be electronic via AFT/ACH transfer, or another acceptable electronic method agreed upon between the parties.
- ii. Client elects to make payments by check. All payments should be mailed to: Kellwell Food Management
P.O. Box Z
Beattyville KY 41311

f. LATE PAYMENTS.

- i. If client is more than thirty (30) days past due on any obligations to Company, Company shall have the right to offset, from any other sums owed by Company to Client, all, or any portion of such outstanding balances.
- ii. Additionally, Company shall have the right, at Company's option, at any time that Client is over thirty (30) days past due on any obligations require that Client pay, on a prebilling basis, at least one week in advance of each Accounting Period, the estimated amount due.
- iii. The estimated amount shall be adjusted and reconciled to the actual amount in the next prebilling invoice, or if Client is no longer past due on its obligations to Company, with the next invoice due hereunder.
- iv. Company shall have the right to immediately adjust hours, prices, labor, and menu offerings to further offset any losses.

- v. In the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law.
- vi. The right of Company to charge the finance charge shall not be construed as a waiver of Company's normal entitlement to receive timely payment as set forth here.

g. CHANGES IN CONDITIONS.

- i. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population, labor costs, applicable governmental rules, food and supply costs, provision of equipment and utilities, state of the premises and federal, state, and local sales, use and excise taxes (the "Conditions").
- ii. Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions.
- iii. In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to Client.

h. FUTURE PRICING.

- i. Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate equivalent to the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away from Home.
 - ii. Company shall notify Client at least thirty (30) days prior to the anniversary of the commencement date.
 - iii. Company proposed adjustments shall go into effect only after each party has agreed in writing.
 - iv. Company will make all reasonable efforts to propose price adjustments during the fiscal budget planning cycle of Client.

i. JAIL EXPANSION.

- i. Client and Company acknowledge that if a new jail facility is built or additions are added to existing building, Company will be entitled to a financial adjustment.

i. ATTORNEY FEES.

- i. Each party shall be responsible for its own legal fees associated with the enforcement of this Agreement.

j. KELLWELL CAFÉ.

- i. Client has no obligation to participate in the Kellwell Café. Any such use will be through execution of a separate agreement.

k. KELLWELL CORNER.

- i. Client has no obligation to participate in the Kellwell Corner. Any such use will be through execution of a separate agreement.

l. KELLWELL ACADEMY.

- i. Company agrees to organize and administer the Kellwell Academy after Client and Company mutually agree to terms and conditions.

5. EQUAL EMPLOYEMENT OPPORTUNITY

- i. Company and Client mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or county policy.
- ii. In addition, Company agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed.

6. INDEMNIFICATION

- i. Company agrees to defend, indemnify, and hold harmless Client, its officers, employees, agents, and servants for all claims for accidents or occurrences involving death, bodily injury and damage to tangible property caused by negligence or wrongful acts of Company arising out of the performance of this Agreement.
- ii. Company agrees to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.
- iii. However, it is expressly understood that Company shall not be responsible for damages caused by inmates or residents.
- iv. Employees, agents, and residents of Facility are not agents or employees of Company and as such, no liability is to be incurred by Company by reason of said employment and except for personal injury to such persons caused by Company's negligence.
- v. Client agrees to defend, indemnify, and hold Company harmless from any
- vi. liability claim by or through such persons against Company due to the negligence or wrongful acts of Client, its employees or residents of the Facility.

7. RECORDS

- i. Company agrees to retain all records and other documents related to its provision of services required pursuant to this Agreement at its office in Beattyville for thirty-six months after termination of this Agreement.
- ii. Company agrees to make all records and documents available to Client upon request.

8. TERM OF AGREEMENT

- i. This term of this Agreement shall be one (1) year.
- ii. By mutual agreement, this Agreement may be renewed on a year-by-year basis.

9. TERMINATION

- i. Either party may terminate this Agreement for convenience, at any time during the term, upon thirty (30) days' notice to the other party.
- ii. Such notice must be sent via certified mail at the notice address for the other party set forth below.
- iii. In the event of termination for convenience, Client will pay Company those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with agreement prior to termination.

- iv. Provided, however, that no costs will be paid which are recoverable in the normal course of doing business in which Company is engaged, or costs which can be mitigated through the sales of supplies or inventories.
- v. In the event Client pays for the cost of supplies or materials obtained for use under this agreement, said supplies or material will become property of Client and will be delivered to the proper Client representative.
- vi. Company will not have continuing liability after termination under this section except for accountability for materials and supplies existing at the time of termination.

10. FORCE MAJEURE.

- i. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement:
 - 1. Acts of God
 - 2. Flood
 - 3. Fire
 - 4. Earthquake or explosion
 - 5. War, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest
 - 6. Government order or law
 - 7. Actions, embargoes or blockades in effect on or after the date of this Agreement
 - 8. Action by any governmental authority
 - 9. National or regional emergency
 - 10. Strikes, labor stoppages or slowdowns or other industrial disturbances
 - 11. Epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness)
 - 12. Emergency State
 - 13. Shortage of adequate medical supplies and equipment
 - 14. Shortage of power or transportation facilities
 - 15. Other similar events beyond the reasonable control of the Impacted Party.

11. NOTICES

- i. Any written notice required in this Agreement to be sent to the Company shall be addressed as follows:

Kellwell Food Management
ATTN: Kris Walling
637 Fairground Ridge Road Beattyville
KY 41311
- ii. All notices sent to the above address shall be binding upon the Company unless said address is changed by the Company in writing to the Client.
- iii. Any written notice required in this Agreement to be sent to the Client shall be addressed as follows:

Columbus County Sheriff's Office
ATTN: Sheriff William Rogers
817 Washington Street

iv. All notices sent to the above address shall be binding upon the Client unless said address is changed by the Client in writing to the Company.

12. **EXTENT OF AGREEMENT**

- i. This Agreement, including Company’s proposal, represents the entire Agreement between Client and Company and supersedes all prior negotiations, representations, or agreements, either written or oral.
- ii. This Agreement may be amended only by written instrument signed by both Client and Company.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representative the day and year first above written.

John Walling
Owner
Kellwell Food Management
Date:

William Rogers
Sheriff
Columbus County Sheriff’s Office
Date:

Agenda Item # 23: SHERIFF’S OFFICE – APPROVAL of the QUOTE from WATCH GUARD for BODY CAMERAS: Logistics Captain Robert Creech requested approval of the quote from Watch Guard for body cameras.

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

Billing Address:

COLUMBUS COUNTY

111 WASHINGTON ST

Whiteville, NC 28472

US

Quote Date:03/24/2025

Expiration Date:06/22/2025

Quote Created By:

Mike Cavalluzzi

mikecavalluzzi@callmc.com

End Customer:

COLUMBUS COUNTY

Robert Creech

rcreech@columbussheriff.com

910-770-2127

Contract: 37807 - WATCHGUARD-NCS/

AGREEMENT: WG AGREEMENT

Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
V700						
1	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	15		\$1,290.00	\$19,350.00
2	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	15		\$110.00	\$1,650.00
3	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	15		Included	Included
4	WGW00122-302	BODY WORN CAMERA CONFIGURATION SERVICE	15		\$76.00	\$1,140.00
5	LSV07103510A	ESSENTIAL SOFTWARE SUPPORT AND HARDWARE REPAIR	15	3 YEARS	Included	Included
6	SWV07503593A	SOFTWARE ENHANCEMENTS	15	3 YEARS	Included	Included
7	WGB-0138A	TRANSFER STATION, 8 SLOTS, FOR V300/V700 BWC	2		\$1,495.00	\$2,990.00
VideoManager EL or EX: Video Evidence Management						
8	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS*	1		\$0.00	\$0.00
9	WGP02400-520	VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE*	15	1 YEAR	\$195.00	\$2,925.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-3061357

Grand Total

\$28,055.00(USD)

- Notes:
- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
 - Additional information is required for one or more items on the quote for an order.
 - Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
 - Unless otherwise noted in this quote / order, installation of equipment is not included.

ADD-ON
Agenda Item # 23-A: SHERIFF’S OFFICE – REQUEST TO PURCHASE (3) VEHICLES: Logistics Captain Robert Creech requested approval to purchase (3) vehicles for the Sheriff’s Office.

Discussion:

Commissioner Byrd: Do you have the bids on the vehicles?

Captain Creech: I can get one, but I don't have it at the moment. I have a bid for the ten we've scheduled for July 1. We did call about a month ago and checked on five they had on the lot, but we haven't followed up since.

Commissioner Watts: Are those the same ones you showed us last time?

Captain Creech: Yes, sir.

Commissioner Byrd: I thought there were three last time.

Captain Creech: It was five, for the trucks and the Ford Explorer SUVs.

Commissioner Byrd: If we approve buying three tonight, wouldn't we need to know how much money we're going to spend?

Captain Creech: I've got the bid for the five, and I can have it to you tomorrow. I just don't have it with me tonight.

Chairman Coleman: Will these be new vehicles?

Captain Creech: Yes, sir. I think the Ford Explorers are about \$43,000, and that's before the upfit. If I'm not mistaken, the trucks were less, around \$45,000.

Commissioner Byrd: Do they still have the truck?

Captain Creech: Yes, sir.

Commissioner Byrd: So you're asking for one pickup and two Ford Explorers, is that correct?

Captain Creech: Yes. That's what they currently have on the lot: one pickup and two Ford Explorers.

Chairman Coleman: Will these vehicles count toward the 10 or 15 you're going to need for next year's budget?

Captain Creech: The ten we're getting next year won't be enough to cover what we need.

MOTION:

Commissioner Byrd made a motion to approve the purchase of three vehicles, seconded by Commissioner Bullard. After discussion, the motion unanimously passed.

Agenda Item #24: FINANCE – APPROVAL of the FINANCIAL REPORT, DEPARTMENTAL PURCHASE ORDERS, BUDGET AMENDMENTS and PROJECT ORDINANCE AMENDMENT: Interim Finance

Director Heather Woody requested approval of the following financial report, departmental purchase orders, budget amendments and Project Ordinance Amendment:

- a. Finance Report – February 2025
- b. Departmental Purchase Orders
- c. Health Services – Budget Amendment Reversal *Duplicate*
- d. Health Services – Budget Amendment – Additional State Funds
- e. EMS – Salary line item adjustment
- f. LESO – Ordinance Amendment – Equipment Sales
- g. Travel Authorization – Tax Administration

1st MOTION:

Commissioner Byrd made a motion to approve item 24a. seconded by Commissioner Bullard. After discussion, the motion passed unanimously.

2nd MOTION:

Commissioner Watts made a motion to approve items 24b - 24f, seconded by Commissioner Byrd. After discussion, the motion passed unanimously.

3rd MOTION:

Commissioner Byrd made a motion to deny item 24g, seconded by Commissioner Bullard. After discussion, the motion passed unanimously.

COUNTY OF COLUMBUS
FINANCIAL SUMMARY REPORT
FEBRUARY 2025

Percent of Year Complete: 66.67%

GENERAL FUND (Annual Operating Budget)	FY 24/25 BUDGET	ACTUAL YTD TOTALS	BALANCE REMAINING	% COLLECTED YTD	AUDITED FY 23/24 BUDGET	ACTUAL YTD TOTALS AS OF 2/29/2024	% COLLECTED YTD
REVENUES							
AD VALOREM TAXES	43,161,806	31,531,608	11,630,198	73.05%	35,430,668	30,862,352	87.1%
COURT	125,000	60,633	64,367	48.51%	105,000	57,646	54.9%
SALES TAX	14,255,878	7,568,481	6,687,397	53.09%	14,158,521	7,121,315	50.3%
TAX ADMINISTRATION REVENUES	37,675	-	37,675	0.00%	37,058	3,381	9.1%
NC JCPC PROGRAM - TEEN COURT	77,477	51,153	26,324	66.02%	77,477	51,052	65.9%
ELECTION FEES	588	588	0	99.98%	33,120	32,845	99.2%
REGISTER OF DEEDS	449,540	388,415	61,125	86.40%	716,360	490,441	68.5%
SHERIFF	1,997,497	992,326	1,005,171	49.68%	1,950,536	496,017	25.4%
DETENTION CENTER	615,000	401,661	213,339	65.31%	463,386	220,913	47.7%
EMERGENCY MANAGEMENT	66,166	102,001	(35,835)	154.16%	75,000	6,975	9.3%
FIRE DEPARTMENT REVENUES	34,000	7,357	26,643	21.64%	-	1,708	0.0%
INSPECTION	700,000	481,851	218,149	68.84%	600,000	361,575	60.3%
ANIMAL CONTROL	47,500	8,960	38,540	18.86%	30,000	25,405	84.7%
AIRPORT	471,000	264,589	206,411	56.18%	533,400	354,707	66.5%
ECONOMIC DEVELOPMENT/PLANNING	20,600	16,480	4,120	80.00%	12,600	7,211	57.2%
COOPERATIVE EXTENSION	3,000	1,820	1,180	60.67%	5,200	4,397	84.6%
SOIL CONSERVATION	32,350	2,844	29,506	8.79%	30,800	2,862	9.3%
DEPARTMENT OF AGING REVENUES	1,832,020	800,980	1,031,040	43.72%	1,733,735	850,889	49.1%
HEALTH DEPARTMENT	3,553,370	1,779,400	1,773,970	50.08%	3,886,112	2,015,678	51.9%
SOCIAL SERVICES	7,996,435	3,446,511	4,549,924	43.10%	7,194,622	3,819,309	53.1%
VETERANS SERVICE	2,273	2,273	0	99.99%	2,000	2,174	108.7%
PUBLIC SCHOOLS	21,000	11,465	9,535	54.59%	21,000	12,444	59.3%
LIBRARY	167,037	118,621	48,416	71.02%	171,436	104,866	61.2%
RECREATION	45,825	18,925	26,900	41.30%	31,600	16,286	51.5%
LEASES-GASB 87	-	-	-	0.00%	630,000	-	0.0%
MISCELLANEOUS REVENUES	2,591,604	1,903,825	687,779	73.46%	2,545,762	1,686,849	66.3%
INVESTMENT EARNINGS	-	-	-	0.00%	-	-	0.0%
TRANSFER FROM REVENUES	707,829	698,529	9,300	98.69%	1,292,072	-	0.0%
FUND BALANCE APPROPRIATED	6,407,042	171,253	6,235,789	2.67%	13,369,064	-	0.0%
Total General Fund Revenues	85,419,512	50,832,549	34,586,963	59.51%	85,136,529	48,609,297	50.10%



GENERAL FUND (Annual Operating Budget)	FY 24/25 BUDGET	ACTUAL YTD TOTALS	BALANCE REMAINING	% Expended YTD	AUDITED FY 23/24 BUDGET	ACTUAL YTD TOTALS AS OF 2/29/2024	% COLLECTED YTD
EXPENDITURES							
GOVERNING BODY	262,705	174,968	87,737	66.6%	273,512	174,032	63.6%
ADMINISTRATION	585,271	328,879	256,392	56.2%	1,260,492	1,107,872	87.9%
PERSONNEL	267,549	165,884	101,665	62.0%	591,907	407,795	68.9%
FINANCE	897,707	601,345	296,362	67.0%	1,138,324	470,652	41.3%
TAX DEPARTMENT	1,786,704	1,018,090	768,614	57.0%	1,741,735	1,128,442	64.8%
LEGAL DEPARTMENT	428,734	378,419	50,315	88.3%	600,685	563,147	93.8%
NC JCPC PROGRAM - TEEN COURT	77,477	46,398	31,079	59.9%	77,477	43,044	55.6%
COURT FACILITIES	430,710	308,134	122,576	71.5%	505,331	287,442	56.9%
ELECTIONS	644,663	394,869	249,794	61.3%	610,259	292,812	48.0%
REGISTER OF DEEDS	560,547	372,761	187,786	66.5%	656,211	422,055	64.3%
MANAGEMENT INFORMATION SYSTEM	598,480	382,221	216,259	63.9%	493,564	327,168	66.3%
CENTRAL GARAGE	241,875	157,573	84,302	65.1%	250,104	145,536	58.2%
NON-DEPARTMENTAL	1,613,826	1,231,982	381,844	76.3%	-	-	0.0%
PUBLIC BUILDINGS - ALL OTHER	2,143,709	1,159,724	983,985	54.1%	2,249,465	1,165,837	51.8%
SHERIFF'S DEPARTMENT	10,926,841	7,162,154	3,764,687	65.5%	12,269,996	6,781,271	55.3%
GOVERNOR'S HWY GRANT	263,620	199,344	64,276	75.6%	131,772	84,596	64.2%
LAW ENFORCEMENT CENTER	5,184,766	3,303,074	1,881,692	63.7%	5,593,786	2,795,531	50.0%
EMS	31,000	17,500	13,500	56.5%	31,250	20,025	64.1%
EMERGENCY SERVICES	774,465	485,565	288,900	62.7%	4,371,674	2,417,583	55.3%
FIRE MARSHAL	219,918	137,016	82,902	62.3%	-	-	0.0%
CORONER MEDICAL EXAMINER	30,000	23,025	6,975	76.8%	55,000	29,550	53.7%
ANIMAL CONTROL	637,686	393,153	244,533	61.7%	703,548	443,163	63.0%
FIRE & RESCUE	2,767,440	1,777,243	990,197	64.2%	-	-	0.0%
NC 911 OPERATIONS	1,375,904	964,237	411,667	70.1%	-	-	0.0%
AIRPORT	649,648	309,728	339,920	47.7%	667,979	431,698	64.6%
INSPECTIONS	501,167	313,111	188,056	62.5%	453,365	269,635	59.5%
ECONOMIC DEVELOPMENT/PLANNING	383,053	245,029	138,024	64.0%	444,873	273,861	61.6%
COOPERATIVE EXTENSION	673,412	325,414	347,998	48.3%	593,414	275,038	46.3%
SOIL CONSERVATION	337,714	220,761	116,953	65.4%	335,976	207,879	61.9%
DEPARTMENT OF AGING	3,082,721	1,991,080	1,091,641	64.6%	3,004,481	1,771,200	59.0%
HEALTH DEPARTMENT	6,645,475	3,205,114	3,440,361	48.2%	6,940,925	3,280,466	47.3%
SOCIAL SERVICES ADMINISTRATION	10,169,469	5,917,364	4,252,105	58.2%	9,740,550	6,023,794	61.8%
PUBLIC ASSISTANCE PROGRAMS	3,697,024	2,062,841	1,634,183	55.8%	3,725,309	1,875,417	50.3%
VETERANS SERVICE OFFICER	172,563	115,398	57,165	66.9%	173,428	111,244	64.1%

EDUCATION	17,056,693	10,552,036	6,504,657	61.9%	16,883,491	10,463,337	62.0%
LIBRARY	1,511,529	979,095	532,434	64.8%	1,644,632	1,020,634	62.1%
RECREATION	477,162	288,729	188,433	60.5%	546,175	309,808	56.7%
SPECIAL APPROPRIATIONS	687,704	242,887	444,817	35.3%	931,363	608,424	65.3%
TRANSFER TO	6,622,581	823,674	5,798,907	12.4%	5,444,476	-	0.0%
Total General Fund Expenditures	85,419,512	48,775,816	36,643,696	57.1%	85,136,529	46,029,990	43.6%

Total Revenue over/(under) Expenditures - 2,056,734 2,579,308

50 HUD SECTION 8 RENTAL ASSISTANCE							
	FY 24/25 BUDGET	ACTUAL YTD TOTALS	BALANCE REMAINING	% COLLECTED YTD	AUDITED FY 23/24 BUDGET	ACTUAL YTD TOTALS AS OF 2/29/2024	% COLLECTED YTD
REVENUES	2,318,493	1,562,572	755,921	67.4%	2,333,209	1,417,750	60.8%
EXPENDITURES	2,318,493	1,496,967	821,526	64.6%	2,333,209	1,504,751	64.5%
Excess revenue over/(under) expenditures		65,605			-	(87,001)	
68 TRANSPORTATION							
	FY 24/25 BUDGET	ACTUAL YTD TOTALS	BALANCE REMAINING	% COLLECTED YTD	AUDITED FY 23/24 BUDGET	ACTUAL YTD TOTALS AS OF 2/29/2024	% COLLECTED YTD
REVENUES	1,662,332	573,847	1,088,485	34.5%	1,309,186	496,601	37.9%
EXPENDITURES	1,662,332	676,666	985,666	40.7%	1,309,186	586,585	44.8%
Excess revenue over/(under) expenditures		(102,819)			-	(89,983)	

30 DEBT SERVICE							
	FY 24/25 BUDGET	ACTUAL YTD TOTALS	BALANCE REMAINING	% COLLECTED YTD	AUDITED FY 23/24 BUDGET	ACTUAL YTD TOTALS AS OF 2/29/2024	% COLLECTED YTD
REVENUES	4,750,651	1,840,135	2,910,516	38.7%	32,642,244	222,469	0.7%
EXPENDITURES	4,750,651	1,840,135	2,910,516	38.7%	32,642,244	997,625	3.1%
WATER DISTRICTS I-V							
	FY 24/25 BUDGET	ACTUAL YTD TOTALS	BALANCE REMAINING	% COLLECTED YTD	AUDITED FY 23/24 BUDGET	ACTUAL YTD TOTALS AS OF 2/29/2024	% COLLECTED YTD
60 WATER DISTRICT I	890,600	635,982	254,618	71.4%	871,210	579,189	66.5%
61 WATER DISTRICT II	1,484,761	940,729	544,032	63.4%	1,456,143	893,440	61.4%
62 WATER DISTRICT III	820,724	532,919	287,805	64.9%	783,165	513,211	65.5%
63 WATER DISTRICT IV	1,420,082	661,639	758,443	46.6%	927,325	579,282	62.5%
64 WATER DISTRICT V	882,571	677,118	205,453	76.7%	1,124,292	710,133	63.2%
COMBINED WATER DISTRICT TOTALS	5,498,738	3,448,386	2,050,352	N/A	5,162,135	3,275,255	N/A
EXPENDITURES							
60 WATER DISTRICT I	890,600	499,468	391,132	56.1%	871,210	308,351	35.4%
61 WATER DISTRICT II	1,484,761	685,617	799,145	46.2%	1,456,143	404,594	27.8%
62 WATER DISTRICT III	820,724	472,105	348,619	57.5%	783,165	256,531	32.8%
63 WATER DISTRICT IV	1,420,082	737,507	682,575	51.9%	927,325	304,569	32.8%
64 WATER DISTRICT V	882,571	379,744	502,827	43.0%	1,124,292	284,077	25.3%
COMBINED WATER DISTRICT TOTALS	5,498,738	2,774,442	2,724,296	N/A	5,162,135	1,558,122	N/A

69 SOLID WASTE							
	FY 24/25 BUDGET	ACTUAL YTD TOTALS	BALANCE REMAINING	% COLLECTED YTD	AUDITED FY 23/24 BUDGET	ACTUAL YTD TOTALS AS OF 2/29/2024	% COLLECTED YTD
REVENUES	7,026,329	4,874,620	2,151,709	69.4%	6,750,052	4,785,622	70.9%
EXPENDITURES	7,026,329	3,626,351	3,399,978	51.6%	6,750,052	3,148,353	46.6%
Excess revenue over/(under) expenditures		1,248,268			-	1,637,269	
28 FIRE DEPARTMENTS							
	FY 24/25 BUDGET	ACTUAL YTD TOTALS	BALANCE REMAINING	% COLLECTED YTD	AUDITED FY 23/24 BUDGET	ACTUAL YTD TOTALS AS OF 2/29/2024	% COLLECTED YTD
REVENUES	2,072,807	1,917,500	155,307	92.5%	2,295,702	1,965,432	85.6%
EXPENDITURES							
Ad Valorem Taxes	2,072,807	1,839,034	233,773	88.7%	2,295,702	1,842,391	80.3%
Excess revenue over/(under) expenditures		78,466			-	123,041	
26 AMBULANCE AND RESCUE UNITS							
	FY 24/25 BUDGET	ACTUAL YTD TOTALS	BALANCE REMAINING	% COLLECTED YTD	AUDITED FY 23/24 BUDGET	ACTUAL YTD TOTALS AS OF 2/29/2024	% COLLECTED YTD
REVENUES	859,754	666,296	193,458	77.5%	851,090	751,313	88.3%
EXPENDITURES							
Ad Valorem Taxes	859,754	569,096	290,658	66.2%	851,090	853,336	100.3%
Excess revenue over/(under) expenditures		97,200			-	(102,023)	

Total Cash & Investments	53,968,668
--------------------------	------------

Total Cash & Investments \$ 57,307,372

INTERDEPARTMENTAL BUDGET REALLOCATION

BUDGET AMENDMENT

FY 24/25

FY 24/25

Agency Head Signature: Amberly Smith 040225

Date Prepared: April 2, 2025 Date Received in Finance :

Budget Code			EXPENDITURES	Requested
Fund Dept Category			Classification	Increase or (Decrease)
Fund Dept Category			Classification	Increase or (Decrease)
10	5117	512100	PH Performance Management Salaries	\$3,000
10	5117	512700	PH Performance Management Longevity	\$100
10	5117	518100	PH Performance Management FICA	\$750
10	5117	518200	PH Performance Management Retirement	\$750
10	5117	518300	PH Performance Management Insurance	\$500
10	5117	526001	PH Performance Management Departmental Supplies	\$6,000
10	5117	531100	PH Performance Management Travel	\$102
			Total Net Expense	\$11,202

Budget Code			REVENUES		Requested Increase or (Decrease)
Fund	Dept	Category	Classification		
10	3525	430034	PH Performance Management		\$11,202
			Total Net Revenue		\$11,202

AA 123 Additional State Funds

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

This budget revision has been reviewed by the Columbus County Finance Officer.	
Signature <i>Heather M. Wordly</i>	Date <i>4/3/2025</i>

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

This budget revision has been reviewed by the Columbus County Budget Manager/County Manager.	
Signature <i>Zum Miller</i>	Date <i>4.3.25</i>

Notes:

As Of 4/2/2025

Department	Date(s) of Transaction	Date(s) of PO	Vendor	Description	Amount
Animal Control	6/21/2023	3/13/2025	Chadbourn Feed Service	Bedding Pine Pellets	\$ 253.00
Sheriff	1/25/2025	3/17/2025	Lake Norman Security Patrol Inc	Security Monitoring 2/2025 - 1/2026	\$ 371.40
Tax Dept	3/13/2025	3/19/2025	The News Reporter Co Inc	Advertisement of Tax Liens	\$ 12,285.00
					\$ 12,909.40

****A copy of item 24g. is housed in the clerks office***

SECTION: County Manager Eddie Madden requested approval to transfer ownership of the county portion of the Chadbourn park to Jeff Axelberg with the West Columbus Sports Club for public use.

Commissioner Bullard made a motion to approve, with the understanding that if they ever cease to use the property, it will revert to the county. The motion was seconded by Commissioner Watts and unanimously passed.

Agenda Item #26: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS: Staff is requesting appointments, re-appointments or replacements to the following boards, committees and councils.

Zone IV: Lavern Coleman

COMMITTEE	ZONE/EB	PERSON(S)	EXP. DATE	BOARD ACTION
Cape Fear COG	EB	Brent Watts Commissioner Appt.	12/31/2024	REAPPOINTED 1 ST – WATTS 2 ND – BYRD
Cape Fear COG	EB	Lavern Coleman Commissioner Appt.	12/31/2024	REAPPOINTED 1 ST – WATTS 2 ND – BYRD
Cape Fear RPO	EB	Scott Floyd Commissioner Appt	12/31/2024	REAPPOINTED 1 ST – WATTS 2 ND – BYRD
Cape Fear RPO	EB	Lavern Coleman Commissioner Appt	12/31/2024	REAPPOINTED 1 ST – WATTS 2 ND – BYRD
Tabor City Zoning Board of Adjustments	EB/ETJ	Kira Godwin	4/30/2025	REAPPOINTED 1 ST – WATTS 2 ND – BULLARD
Tabor City Planning & Zoning	EB/ETJ	Arthur Prince	4/30/2025	REAPPOINTED 1 ST – WATTS 2 ND – BULLARD
Tourism Development Authority	VII	Anthony Long resigned	Commissioners Term	COMM. FLOYD APPOINTED RHONDA DUTTON
Southeastern Community College EMS Committee	EB	Commissioner Appt.	*requested for a commissioner to serve on this committee	APPOINTED CHAIRMAN L. COLEMAN 1 ST – BULLARD 2 ND – BYRD
Columbus County Opioid Settlement Committee	EB	Local Official Eddie Madden		APPOINTEES APPROVED 1 ST – BULLARD 2 ND – BYRD
Columbus County Opioid Settlement Committee	EB	Law Enforcement Courtney Sanford		APPOINTEES APPROVED 1 ST – BULLARD 2 ND – BYRD
Columbus County Opioid Settlement Committee	EB	Healthcare Providers Kim Smith – Daniel Buck		APPOINTEES APPROVED 1 ST – BULLARD 2 ND – BYRD
Columbus County Opioid Settlement Committee	EB	Social Services Dwella Hall		APPOINTEES APPROVED 1 ST – BULLARD 2 ND – BYRD
Columbus County Opioid Settlement Committee	EB	Columbus County Schools Heather Piggot		APPOINTEES APPROVED 1 ST – BULLARD 2 ND – BYRD
Columbus County Opioid Settlement Committee	EB	Payers and Funders Cecelia Peers Trillium		APPOINTEES APPROVED 1 ST – BULLARD 2 ND – BYRD
Columbus County Opioid Settlement Committee	EB	Employers Cynthia Ellis		APPOINTEES APPROVED 1 ST – BULLARD 2 ND – BYRD
Columbus County Opioid Settlement Committee	EB	Community Groups Julie Strickland		APPOINTEES APPROVED 1 ST – BULLARD 2 ND – BYRD
Columbus County Opioid Settlement Committee	EB	Faith Community Jeremy Simmons		APPOINTEES APPROVED 1 ST – BULLARD 2 ND – BYRD

Columbus County Opioid Settlement Committee	EB	Citizen Linda Massey		APPOINTEES APPROVED 1 ST – BULLARD 2 ND – BYRD
---	----	-------------------------	--	---

Agenda Item #27: PUBLIC INPUT:

Johnny Edge - 470 Happy Home Road. My purpose for being here tonight is to share information that has been brought to my attention. Some of it has come from county employees; others are concerned citizens like myself.

Out of all the people I’ve spoken with, only one person had something positive to say about Mr. Madden. Here are some of the comments I received:

- 1. Employees have been reprimanded in front of their colleagues, which is both embarrassing and highly unprofessional.
- 2. Some employees feel they’ve been treated so poorly that they no longer enjoy coming to work.
- 3. Several have already resigned, and others are simply counting down the days until retirement.
- 4. The sense of camaraderie and unity that once existed within the county offices has significantly diminished.
- 5. Numerous business owners, people in leadership positions, and even town managers have expressed concerns about Mr. Madden’s demeanor.

There’s another comment I could share, but I’ll refrain. These are just a few of the many things I’ve heard since Mr. Madden assumed his position.

My question to you is: How can all of these things be said to me, and yet none of you seem to have heard them?

I believe I can answer part of that: fear.

Every single person I spoke to was afraid to speak out, afraid of retaliation or retribution.

How can that be acceptable? And more importantly, how should it be addressed?

Let me be clear: this is not a witch hunt. This is simply me sharing information with you, the commissioners, in the hope that you will become aware of what’s going on and take appropriate action that serves the best interests of the people you represent.

Government should be of the people, by the people, and for the people. I believe each of you would agree with that.

I’ve thought long and hard about this. I’ve prayed about it. I even spoke to my pastor, sharing my concerns. The conclusion I came to is this: If you know something is wrong, and you choose not to address it, you become part of the problem.

On a related note, I never received a response about the healthcare resource guide that I believe could benefit all 54,000 residents of this county. Gary Lanier isn’t part of that, and I don’t have a name to give you. I have not received a reply from Mr. Madden, and though I received two letters from the county attorney, they were identical—showing no personal attention or time spent on the issue.

Thank you for allowing me to speak.

I sincerely hope each of you will take the time to talk to your constituents and the people in your districts.

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

At 7:50 P.M. a motion was made by Commissioner Watts and seconded by Commissioner Bullard to recess regular session and enter into Columbus County Water and Sewer Districts I, II, III, IV and V. The motion unanimously passed.

Agenda Item #28: APPROVAL of WATER and SEWER DISTRICTS I, II, III, IV AND V COMBINATION MINUTES:

a. March 17, 2025 Regular Session

MOTION:

Commissioner Bullard made a motion to approve, 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.

MOTION:

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

Agenda Item #29: COMMENTS:

A. Board of Commissioners

Commissioner Watts: I don't have much to say, but I do want to mention that my wife and I attended the Live and Hope fundraiser the other night. We didn't join, but we went to support the event, and I really enjoyed it. It's a great organization that helps pregnant women, and I think more people should support them. It's a good, Christian-based center doing meaningful work.

Commissioner Bullard: I'd like to say that I'm very much in touch with the constituents in my district, as well as with people outside of it. My phone number is accessible 24 hours a day, 7 days a week: 910-640-7910. Anytime anyone wants to call me, I'm available. I always have been, and I always will be.

Commissioner Byrd:

I'm the same way. Usually, I'm the one who gets bombarded with calls, but honestly, I've only had two this time, and I won't mention their names. Still, here we are tonight, and with everything that's been said, I hope you won't hold it against me for saying this, but yes, sometimes I do scroll through Facebook. And I came across something I'd like to read:

"Sadly, you can read a Bible in prison, but you can't read it in schools. Perhaps if they read it in school, they wouldn't end up in prison."

That's something I like to share with people, because it speaks to a larger issue: often, the places where real good could be done are the very places where such things are barred. But once people get to prison, everybody suddenly finds religion. You can believe that.

But it usually doesn't last long after they get out, right, Jerome? It doesn't last.

There's something else I want to say that's really important:

"Don't pick sides until you know the full story. Some people are very skilled at making others look bad."

That's something we all need to keep in mind. When we hear complaints, we need to get to the bottom of them and not just take things at face value.

Mr. Edge, I know the truth. No matter how hard you try, you can't cover it up with a lie. You can't stop the truth from coming out, but a lie will spread like wildfire.

Now, to change the subject for a moment, back in February, I was trying to renew the tags on my trucks. We started on February 27th, trying to get in contact with someone in North Carolina through their website. But nobody would answer the phone. Nobody responded.

From February 27th until just last week, I was trying to talk to the right person about my DOT portal, or whatever it's called. The only way I finally got through was by calling Congressman David Rouzer's office in Wilmington. Brent, bless him, but he never answers his phone for me, so I don't know how anybody gets in touch with him.

Anyway, I spoke to a gentleman in Rouzer's office on Thursday, I wish I remembered his name, and by Monday, someone from Washington called and helped us get through all the red tape. The issue came down to

one email being tied to the truck and the DOT number, but a different email being used for the renewal. That locked us out completely.

Even today, I got an email from someone local saying, “Give so-and-so permission,” but they don’t answer their phones, and you can’t reply to the emails because they’re no-reply addresses. So how are we supposed to work with that?

Honestly, I think this is a sign of people working from home and not doing their jobs like they should. So I give 100% thanks to Congressman Rouzer, because my trucks finally got their tags back tonight. I wasn’t getting anywhere with Raleigh.

Also, Mr. Madden—regarding the courthouse grass donation, Mr. Charlie Lytle and his wife, Mrs. Cynthia Lytle, had asked to remain anonymous when they donated the grass. But I went and spoke with Mr. Lytle personally to let him know how much we appreciated it and how great it looks. I asked him if it would be okay to publicly thank them, and he said yes.

So I want everyone to know that the grass for the courthouse was donated by Charlie and Cynthia Lytle, who live right here in Whiteville. I’ll follow up with you on their full address so we can send them a proper thankyou letter.

Vice Chairman Smith: I just want to encourage the public to go out and support our Vietnam War veterans on April 24th.

Commissioner Floyd: Also, April is the month of the Senior Prom, don’t forget that. And as I’ve already mentioned, Miss Amanda, if you would, please contact the folks at Old Dock regarding the gym at Guideway.

B. County Manager County Manager:

County Manager Eddie Madden: Howard Wallace, hopefully you’ll hear this, was recently featured by North Carolina State University in their *Alumni Spotlight* edition, marking the first time he’s received this recognition from his alma mater.

We’ve long known Dr. Wallace as a terrific individual who contributes significantly to our community. Now, NC State is publicly acknowledging those same contributions.

Dr. Wallace was with us earlier this evening but had to leave. Still, we want to take a moment to recognize and congratulate him on being featured in NC State’s *Alumni Spotlight*.

Those of us who interact with Howard regularly know what a great person he is and what a strong leader he’s been within his department. We truly appreciate the work he does here locally, and now, it’s clear that his impact reaches beyond Columbus County. We congratulate Dr. Wallace on this well-deserved recognition.

In just a couple of days, we’ll be awarding several water projects on the eastern end of the county. Some of these projects have been in the planning stages for quite a while, and we’ve been working diligently to secure the necessary funding. These projects are scheduled to move forward soon and will be included on your next agenda, scheduled for the 21st, so please be on the lookout.

We’re also working to finalize a few dates for the ribbon cutting of the Memorial Park located at Courthouse Square. Significant progress has been made, landscaping is essentially complete, and the Blue Star Monument, donated by the Whiteville Garden Club, has been erected. Several other monuments, which were temporarily moved during construction, have now found a permanent home within the Memorial Park.

If you get a chance, stop by and take a look, it looks fantastic. Bullard’s Landscaping did a wonderful job, and our county staff also played a key role in designing and executing the landscape plan. We’re very proud of the outcome.

Commissioner Floyd mentioned earlier: please mark your calendars for the Senior Prom on April 24th. That’s always a great event.

Also, a reminder that county offices will be closed for Good Friday on April 18th. We’ll reopen the following week.

And finally, we have a retirement reception scheduled for Kim Smith on April 25th, from 2:00 to 4:00 p.m. Please come by and join us in thanking Kim for her many years of dedicated service to Columbus County.

Commissioner Byrd:Mr. Madden, as we prepare the budget, will we be meeting again to discuss anything further?

Mr. Madden: Yes. So, here's the process: Heather is currently working on the budget and plans to submit her draft to the Local Government Commission around May 15th. Before the draft is officially presented to the board, it will be reviewed by the Commission, just as we've done in previous years.

After that, we'll schedule budget workshops with you all, likely around the middle of May. Then, the public hearing will be held during the first meeting in June. So, from mid-May through June, you'll have the opportunity to go through the budget line by line.

Commissioner Byrd: Okay, well, I think we should. And you know, I believe everyone could benefit from going through it line by line, as you mentioned. Some things may need to be increased, and others may need to be decreased, but that's how I was accustomed to doing it for years.

Mr. Madden: You know, it's been several years since we've done that, but I think this year it's especially important, particularly for the members who are in their first term. I think it's really important for everyone to understand where the money is being invested and spent.

That's all I have.

Chairman Coleman commented before the meeting ended that I encourage everybody to visit the Vietnam War Memorial. You really need to get out and support these folks, show them your support. It's a very touching experience. If you've never been to the Memorial Park on 701, you really need to go out there and see it. It will

Agenda Item #30: ADJOURNMENT:

At 8:30 P.M., Commissioner Bullard made a motion to adjourn; seconded by Vice Chairman Smith. The motion unanimously passed.

JANA NEALEY, Clerk to the Board LAVERN COLEMAN, Chairman