

COLUMBUS COUNTY BOARD OF COMMISSIONERS**Monday, December 5, 2022****5:00 P.M. – Newly Elect Commissioners Oath of Office Ceremony****6:30 P.M. – Regular Session**

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

COMMISSIONERS PRESENT:Ricky Bullard, **Chairman**Lavern Coleman, **Vice Chairman**

Chris Smith

Giles E. Byrd

Brent Watts

Scott Floyd

Barbara Featherson

APPOINTEES PRESENT:Edwin H. Madden, Jr., **County Manager**Boyd Worley, **Board Attorney**Amanda B. Prince, **Staff Attorney/Deputy****Clerk to Board**

At 5:00 P.M., Chairman Bullard opened the Oath of Office Ceremony by thanking everyone for coming out and asked Pastor Donald Conway of Chadbourn Pentecostal Holiness Church to give the Invocation.

The introduction of Commissioners was given by County Manager Eddie Madden.

Commissioner Ricky Bullard- District VI (Re-elect)

- He has served as Chairman for a number of years
- He has served on the Board since 2006
- He recently won the re-election for his district
- His family and friend were asked to stand, so they could be recognized
- Commissioner Bullard will be sworn in by District 13A

Scott Floyd – District VII (Newly Elect)

- Mr. Floyd will be sworn in by District 13A Senior Resident Judge Douglas Sasser
- He would like to recognize them now

Mr. Madden asked onto Judge Sasser, Commissioner Ricky Bullard and newly elected Commissioner Scott Floyd to come forward for their Oath Ceremony.

OATHS of OFFICES:

The following Oaths of Office were delivered to the following two (2) newly elected County Commissioners, and one (1) re-elected County Commissioner, at 5:00 P.M., in the Columbus County Board of Commissioners Chamber.

December 5, 2022

**NORTH CAROLINA
COUNTY OF COLUMBUS****OATH OF OFFICE**

“I, RICKY BULLARD, do solemnly and sincerely affirm that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as a member of the Board of Columbus County Commissioners, so help me God.”

“I, RICKY BULLARD, do affirm that I will well and truly execute the duties of the office as a member of the Board of Columbus County Commissioners according to the best of my skill and ability, according to law, so help me God.”

RICKY BULLARD, District VI
COUNTY COMMISSIONER

Affirmed to me this the 5th day of December, 2022.

DOUGLAS B. SASSER
SUPERIOR COURT JUDGE

ATTESTED BY:
Amanda Prince
STAFF ATTORNEY/DEPUTY CLERK
to the BOARD of COMMISSIONERS

December 5, 2022

**NORTH CAROLINA
COUNTY OF COLUMBUS**

OATH OF OFFICE

“I, SCOTT FLOYD, do solemnly and sincerely swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as a member of the Board of Columbus County Commissioners, so help me God.”

“I, SCOTT FLOYD, do swear that I will well and truly execute the duties of the office as a member of the Board of Columbus County Commissioners according to the best of my skill and ability, according to law, so help me God.”

SCOTT FLOYD, District VII
COUNTY COMMISSIONER

Sworn to me this the 5th day of December, 2022.

DOUGLAS B. SASSER
SUPERIOR COURT JUDGE

ATTESTED BY:
AMANDA PRINCE
STAFF ATTORNEY/DEPUTY CLERK
to the BOARD of COMMISSIONERS

Barbara Feathersen – District I (Newly Elected)

- Mr. Madden asked Ms. Feathersen’s family and friends to please stand to be recognized
- Her oath will be administered by Harlene W. Walters

December 5, 2022

**NORTH CAROLINA
COUNTY OF COLUMBUS**

OATH OF OFFICE

“I, BARBARA R. FEATHERSON, do solemnly and sincerely swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as a member of the Board of Columbus County Commissioners, so help me God.”

“I, BARBARA R. FEATHERSON, do swear that I will well and truly execute the duties of the office as a member of the Board of Columbus County Commissioners according to the best of my skill and ability, according to law, so help me God.”

BARBARA R. FEATHERSON, District I
COUNTY COMMISSIONER

Columbus County, North Carolina

Sworn to and subscribed before me this day by Harlene W. Walters.

Date: December 5, 2022

Harlene W. Walters, Notary Public

My Commission expires: _____

- Mr. Madden thanked Judge Sasser and Ms. Walter for administering the oaths
- He welcomed the commissioners aboard and made them aware that his office and staff was there for them.
- Ms. Nadine Patrick sang the National Anthem

Adjournment:

At 5:19 P.M., Chairman Bullard adjourned the Oath Ceremony.

Agenda Item #1: MEETING CALLED to ORDER:

At 6:30 P.M., Chairman Ricky Bullard called the Monday, November 21, 2022 Columbus County Board of Commissioners Regular Session Meeting to order.

Agenda Item #2: RE-ORGANIZATION OF BOARD – ELECTION OF CHAIRMAN AND VICE CHAIRMAN FOR THE NEXT YEAR:

Boyd Worley, Board Attorney, presided as Acting Chairman for the election of the Chairman and Vice Chairman of the Columbus County Board of Commissioners.

MOTION:

Commissioner Chris Smith made a motion that Commissioner Ricky Bullard remain as Chairman

Important – A public hearing **MUST** be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: Columbus County

DATE: December 5, 2022

PLACE: 127 W Webster St, 3rd floor, Commissioners Chambers

TIME: _____

How many BOARD MEMBERS attended the public hearing? 7

How many members of the PUBLIC attended the public hearing? 70 (+)

Public Attendance Surveys

(Attached)

(Offered at Public Hearing but none completed)

I, the undersigned, representing (Legal Name of Applicant) Columbus County do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

(NO public comments)

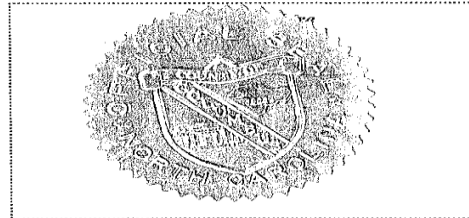
(Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: _____

Amanda Prince
Signature or Deputy Clerk to the Board

Amanda Prince, Deputy Clerk
Printed Name and Title

12/5/22
Date



and seconded by Commissioner Lavern Coleman. The motion unanimously passed.

Commissioner Brent Watts made a motion for Commissioner Lavern Coleman to serve as Vice-Chairman and seconded by Commissioner Floyd. The motion unanimously passed.

No other nominations were stated. The nominations were closed. Commissioner Bullard will serve as Chairman for the ensuing year. Commissioner Lavern Coleman will serve as Vice Chairman for the ensuing year.

PUBLIC HEARING –TRANSPORTATION
6:30 P.M. OR AS SOON AS CAN BE HEARD: The purpose of the public hearing is to receive oral and written comments from the public regarding an application for FY 24 grant funds for Transportation.

At 6:34 P.M., Chairman Bullard opened the floor for public comments. No comments were given.

MOTION:

Commissioner Watts made a motion to close the Public Hearing, seconded by Commissioner Smith. The motion unanimously passed.

Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency’s federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NC DOT wishes to clarify that this information gathering process is **completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at titlevi@ncdot.gov.

Project Name:		Date:
Meeting Location:		
Name (please print)		Gender:
		<input type="checkbox"/> Male <input type="checkbox"/> Female
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:	National Origin:	

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.

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

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

Agenda Item #5: SURETY BONDS: Examination and Approval:

Name	Title	Bond Amount	Expiration Date
Lacie Jacobs	Finance Officer	\$1 Million	Indefinite
Heather Woody	Assistant Finance Officer	\$1 Million	Indefinite
Needom G. Hughes, IV	Tax Administrator	\$25,000	11/25/2023
Douglas E. Ward	Deputy Tax Collector	\$25,000	Indefinite
Rachel H. Tyson	Public Housing Director	\$25,000	10/22/2023
Kandance Bullock	Columbus County Registrar	\$10,000	12/04/2024

MOTION:

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

Agenda Item #6: APPROVAL of BOARD MINTUES:

- A. November 21, 2022 – Regular Session

MOTION:

Chairman Bullard stated he had been asked to table this agenda item until the next meeting.

Agenda Item #7: APPROVAL of DECEMBER 5, 2022 AGENDA & AGENDA ADD-ONS:

- Item #7A: Historic Courthouse Renovations – Rejection of Bid.
- Item #7B: Finance – Budget Amendment/Backup 911 Project.

MOTION:

Commissioner Coleman made a motion to approve the Agenda with add-ons, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item # 7A: HISTORIC COURTHOUSE RENOVATION- REJECTION of BID:

Based on the recommendation of Lee Dixon with Coastal Architecture, County Manager is requesting disqualification of bid from Mohammad Construction Company in the amount of \$6,423,000.00



**Renovations to
Columbus County Courthouse
Whiteville, North Carolina**

Unofficial Bid Tabulation
11/17/2022

Contractor	License #	Base Bid
Graka Builders, Inc.	19457	\$7,511,800.00
Waters Contracting		
Thomas Construction Group, LLC.	57620	\$6,641,000.00
Muter Construction		
Metcon, Inc.		
Mohammad Construction	87476	\$6,423,000.00

MOTION:

Commissioner Coleman made a motion to approve the rejection of Mohammad Construction Company in the amount of \$6,423,000.00, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item # 7B: FINANCE – BUDGET AMENDMENT/BACKUP 911 PROJECT:

Lacie Jacobs, Finance Director is requesting approval of Budget Amendment to reallocate expenditures for Town of Lake Waccamaw coverage charges payable to Whiteville Rescue.

Columbus County, North Carolina

CAPITAL PROJECT BUDGET AMENDMENT				FY 22/23
Name of Capital Project: BACK UP 911 PROJECT				
Name of Department: FINANCE				
Agency Head Signature: _____				
Date Prepared / Submitted to Admin: _____		September 27, 2022		Date Received in Admin: _____
Budget Code		EXPENDITURES		Requested Increase or (Decrease)
Fund	Dept.	Category	Classification	
54	4321	519001	CONTRACTED SERVICES	\$50,000
54	4321	551010	FURNITURE, FIXTURES & EQUIPMENT	(\$50,000)
Total Net Expense				\$0
Budget Code		REVENUES		Requested Increase or (Decrease)
Fund	Dept.	Category	Classification	
Total Net Revenue				\$0
<input checked="" type="checkbox"/> This budget revision has been approved by the Board of Columbus County Commissioners on: _____				
Signature _____			Date _____	
Explanation of Increase or Decrease: _____				

MOTION:

Commissioner Coleman made a motion to approve the budget amendment, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item # 8: PUBLIC INPUT:

Chairman Bullard opened the floor for Public Comment. No Comments were made.

Agenda Item #9: PRESENTATION of RETIREMENT PLAQUE:

Parks and Recreation Employee Gary Smith, is retiring with 20 Years of Service with the County.

Presented To

GARY F. SMITH

In Grateful Appreciation For Your
Dedication and Loyalty
To
Columbus County
11/01/2002 – 11/18/2022

COLUMBUS COUNTY
BOARD OF COMMISSIONERS

Agenda Item #10: TRANSPORTATION – APPROVAL of ENTIRE 5311 GRANT APPLICATION: Joy Jacobs Transportation Director, is requesting approval of the FY 24 Grant Application from NCDOT.

FY 2024 LOCAL SHARE CERTIFICATION FOR FUNDING

Columbus County
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share**</u>
5311 Administrative	\$ 251,936	\$ 37,792 (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (10%)
Combined Capital	\$ 532,225	\$ 53,223 (10%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (10%)
_____	\$ _____	\$ _____ (%)
_____	\$ _____	\$ _____ (%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ 784,161	\$ 91,015
	Total Funding Requests	Total Local Share

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Apply to Grant</u>	<u>Amount</u>
Reserves	5311 Admin	\$ 37,792
Reserves	Combined Capital	\$ 53,223
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

FY 2024 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ 91,015

** Fare box revenue is not an applicable source for local share funding

I, the undersigned representing (Legal Name of Applicant) **Columbus County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2024 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2023**, which has a period of performance of July 1, 2023 – June 30, 2024.

Signature of Authorized Official

Ricky Bullard, Chairman, Columbus County Commissioners
Type Name and Title of Authorized Official

Date

MOTION:

11

Commissioner Byrd made a motion to approve FY 24 Grant Application from NCDOT, seconded Commissioner Smith. The motion unanimously passed.

Agenda Item #11: SOIL and WATER CONSERVATION – APPROVAL of the COLUMBUS COUNTY AGRICULTURAL:

Morgan Hayes Soil and Water Conservation Director, is requesting approval of this plan.

MOTION:

Commissioner Byrd made a motion to table this plan until next meeting, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item #12: ADMINISTRATION – APPROVAL of the CONTRACT BETWEEN COLUMBUS COUNTY and THE ADAMS COMPANY for ADMINISTRATION of the HMGP FLORENCE NON-EXPEDITED GRANT:

Assistant County Manager Gail Edwards is requesting approval of this grant funded project contract.

**AGREEMENT
 FOR
 HURRICANE FLORENCE – NON-EXPEDITED
 HMGP ADMINISTRATIVE SERVICES
 BETWEEN
 COUNTY OF COLUMBUS
 AND
 THE ADAMS COMPANY, INC.**

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the Board of Commissioners of Columbus County for itself and its successors and assigns, hereinafter referred to as the OWNER, and The ADAMS COMPANY, Inc., North Carolina for itself and its successors and assigns, hereinafter referred to as the CONSULTANT:

WHEREAS, the OWNER has been funded under the Hazard Mitigation Grant Program (HMGP) for Hurricane Florence; and

WHEREAS, the OWNER desires services of the CONSULTANT to provide administrative services; and

WHEREAS, the OWNER selected and negotiated this contract with The ADAMS COMPANY, Inc. in response to the OWNER'S "Request for Proposals" on July 22, 2022;

NOW, THEREFORE, the OWNER and the CONSULTANT in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION A - PROGRAM DESCRIPTION

The proposed activities of the Columbus County HMGP Program which are included in this Agreement are as follows:

- a. Proposed total expenditures of \$639,008.
- b. Expenditures in accordance with the approved HMGP project list as provided by the North Carolina Department of Emergency Management (NCDEM). The list includes the following activities:
 - i. 6 Acquisitions

SECTION B - ADMINISTRATIVE SERVICES

The CONSULTANT agrees to furnish personnel and facilities necessary to accomplish project administrative activities for the above named work. Services may include, but are not necessarily limited to the following:

1. Attend conferences and meetings with OWNER, State and/or Federal agency representatives or other interested parties as may be necessary.
2. Work as the OWNER'S Representative with respect to all housing activities required for the project.
3. Provide procurement related activities for appraisal services, legal services (if not by the County), surveying services and asbestos inspection services.
4. Provide coordination of all appraisal, legal, surveying and asbestos services for the project. This includes review of final product and coordination with associated parties in order to implement the activities of the project.
5. Upon completion of all preliminary activities, the CONSULTANT will review eligibility, determine final values based on the appraisal and any duplication of benefits as provided by NCDDEM and prepare the final offer to purchase.
6. Issue an offer to the homeowner and communicate with the homeowner the buy-out process. Upon acceptance, the CONSULTANT will begin the purchase process by communication of all documents necessary to complete the legal documentation of the purchase.
7. Coordinate and issue notices to the surveyor and to the asbestos inspection firms.
8. Provide administrative and service delivery of all contracts for housing construction/demolition projects. Prepare and review all bids, make recommendations for awards, review and approve pay requests, prepare or review change orders and close-out contracts.
9. Provide general oversight inspection of the contractor's work as construction progresses to determine general conformance with the HMGP scope and applicable Local, State and Federal regulations. The CONSULTANT shall not be held responsible for the Contractor's conformance with Local, State and Federal regulations.
10. Assist with other administrative matters such as public hearings, meetings, budgets, conferences, funding analyses, drawdowns, etc.
11. Review necessary change orders as the OWNER'S Representative and, after approval by the OWNER'S Authorized Representative, forward to necessary agencies for approval.
12. Prepare and submit monthly reports to the OWNER on program status and to the North Carolina Department of Public Safety (NCDPS), Division of Emergency Management (DEM) as necessary.
13. Maintain project records in an orderly manner.
14. Serve as the OWNER'S Representative in coordinating communications between the OWNER and NCDDEM.

15. Assist the OWNER in closing out the program and performing other administrative services so deemed for the effective completion of the project.
16. Prepare and submit Cost Line Transfers as related to budget changes only.
17. The CONSULTANT shall have no responsibility or liability as related to other firms providing program engineering, inspection of engineering or surveying services. General Administration services associated with these activities shall be provided by the CONSULTANT if needed for the project.
18. Additional services shall be negotiated prior to providing the requested service and may be authorized by the Chairman. Additional services may include, but shall not be limited to the following:
 - a) Redesigns requested by the OWNER after final plans have been accepted by the OWNER, except redesigns to reduce the project cost to within the funds available.
 - b) Preparation for or appearances before courts or boards on matters of litigation or hearings related to the project.
 - c) Any special investigations, testing and reporting which are of an unusual circumstance and beyond the general accepted scope of services for general administrative services.
 - d) Special permits to include but not limited to:
 - 1) CAMA
 - 2) Wet Lands
 - 3) Corps of Engineers
 - 4) NPDES
19. This agreement is intended to include all required activities to manage and implement the HMGP project in accordance with the program's regulations and requirements as determined by NCEM.
20. This contract may be amended at any time to include any additional consulting services requested under this HMGP program.

SECTION C - OWNER'S RESPONSIBILITIES

1. The OWNER shall furnish the CONSULTANT in a timely manner with copies of pertinent correspondence relating to the project.
2. The OWNER shall provide full information as to requirements for work performed by the CONSULTANT.
3. The OWNER shall give prompt consideration to recommendations and work submitted by the CONSULTANT.
4. The OWNER shall be responsible for all legal fees, real estate appraisal fees, newspaper advertisement fees, audit fees, permit fees, encroachment fees, register of deed fees, and other similar fees not directly associated with performance of the CONSULTANT responsibilities defined by this Agreement.
5. The OWNER will bear all costs incident to compliance with the requirements of this

- section.
6. The OWNER will give prompt notice to the CONSULTANT whenever OWNER observes or otherwise becomes aware of any defect in the project or changed circumstances.
 7. The OWNER will guarantee access to and make provisions for the CONSULTANT to enter upon private property as required for the CONSULTANT to perform his services.

SECTION D - COMPENSATION FOR SERVICES

1. The OWNER shall compensate the CONSULTANT for basic administrative services an amount not to exceed 5% of the total funds expended to complete the proposed work. This amount is estimated to be Thirty Nine Thousand and no/100 dollars (\$39,000.00) based on the current proposed project budget. Payment for administrative services shall be correlated with the total amount of funds expended. Amounts shall be invoiced monthly.
2. All payments due the CONSULTANT shall be paid in full on or before the tenth day of the month following the date of the bill.
3. The CONSULTANT shall complete the proposed activities within 24 months provided sufficient contractors are available.
4. In the event that additional construction beyond the scope of the proposed work is necessary or possible, an addendum to be agreed upon by the OWNER and CONSULTANT shall be executed establishing the amount of additional compensation.
5. Payment for any additional administration, engineering, inspection, survey or other technical services shall be based on the existing corporate fee schedule at the time of service.

SECTION E - GENERAL CONDITIONS

1. Executive Order 11246 - Equal Employment Opportunity. The CONSULTANT shall comply with all applicable provisions of Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). During the performance of this contract, the CONSULTANT agrees as follows:
 - a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

- termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d) The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e) The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f) In the event of the CONSULTANT noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g) The CONSULTANT will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however,

that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

2. Nondiscrimination on the Basis of Handicap - Section 504 of the Rehabilitation Act of 1973 as Amended

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

3. Access to Records & Record Retainage

The County of Columbus, the North Carolina Division of Emergency Management, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions for a period of five years following project close out in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.

4. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

CONSULTANT agrees as follows:

- a) The work to be performed under the contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.G. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and

shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d) The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its engineers and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to sanctions as are specified by CFR Part 135.

5. Termination Provision - Legal Remedies Provision

The CONSULTANT and OWNER mutually agree as follows:

- a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided, that such termination is for good cause (such as for legal or financial reasons, major changes in the work of program requirements, initiation of a new Step) and that the CONSULTANT is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by

reason of the CONSULTANT default. If termination for default is effected by the CONSULTANT or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONSULTANT for services rendered and expense incurred, prior to the termination, in addition to termination settlement cost reasonably incurred by the CONSULTANT, relating to commitments which had become firm prior to the termination.

- d) Upon receipt of a termination action pursuant to Paragraphs (a) or (b) above, the CONSULTANT shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.
6. Nondiscrimination Clause - Section 109, Housing & Community Development of 1974.
No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.
7. Nondiscrimination Clause - Civil Rights Act of 1964, Title VI
No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity which receives federal funds.
8. Age Discrimination Act of 1975, As Amended Nondiscrimination on the Basis of Age
No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
9. Conflict of Interest - Interest of Members, Officers, or, Employees of the Recipient, Members of Local Governing Body, or Other Public Officials.
No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

10. Lobbying, As Required by Section 1352, U. S. Code
- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned Shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
11. Key Personnel: The CONSULTANT shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator, the grantor agency, and the North Carolina Division of Emergency Management. Individuals designated as key personnel for purposes of this contract are those specified in the CONSULTANT'S proposal.
12. Subcontracting: Work proposed to be performed under this contract by the CONSULTANT and employees shall not be subcontracted without prior written approval by the Agency's Contract Administrator and the grantor agency, the North Carolina Division of Emergency Management. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
13. The OWNER and the CONSULTANT each binds themselves, their successors, legal representatives and assigns to the other party to the Agreement and to the successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the OWNER nor the CONSULTANT shall assign or transfer his interest in this Agreement without written consent of the other.

THE OWNER AND THE CONSULTANT hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement on the date and year first above written.

COUNTY OF COLUMBUS

ATTEST:

OWNER:

By _____

By _____

Typed Name Amanda Prince

Typed Name Ricky Bullard

Title Clerk to the Board

Title Chairman

(SEAL)

THE ADAMS COMPANY, INC.

ATTEST:

CONSULTANT:

By _____

By _____

Typed Name Tammy Jones

Typed Name M. Floyd Adams

Title Notary

Title President

(SEAL)

MOTION:

Commissioner Smith made a motion to approve the contract, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item #13: ADMINISTRATION – RESOLUTION CANCELLATION of the DECEMBER 19, 2022 MEETING:

County Manager Eddie Madden is requesting approval to cancel the December 19, 2022 Commissioners Meeting.

**NOTICE AND RESOLUTION TO CANCEL MEETING OF THE
BOARD OF COUNTY COMMISSIONERS OF COLUMBUS COUNTY, NORTH CAROLINA**

The Board of County Commissioners of Columbus County, North Carolina, unanimously approved on the 5th day of December, 2022, to adopt the following Resolution:

WITNESSETH:

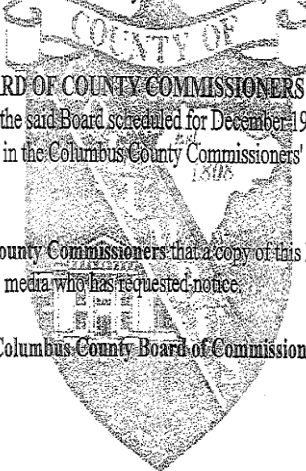
WHEREAS, the Board of County Commissioners of Columbus County, North Carolina, has presently scheduled meetings at 6:30 P.M. on the first Monday and at 6:30 P.M. on the third Monday of each month; and

WHEREAS, the Board of County Commissioners of Columbus County, North Carolina, is desirous of cancelling the meeting scheduled for the third Monday in December, only.

BE IT, THEREFORE, RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBUS COUNTY, North Carolina, pursuant to N.C.G.S. 153A-40, to cancel the regular meeting of the said Board scheduled for December 19, 2022, be, and the same is hereby canceled, and the next regularly scheduled meeting of the said Board shall be in the Columbus County Commissioners' Chambers, 127 W. Webster Street, 3rd Floor, Whiteville, North Carolina, on Monday, January 03, 2023.

BE IT, FURTHER, RESOLVED by the Board of County Commissioners that a copy of this Resolution and Notice shall be placed on the Courthouse Bulletin Board, as well as forwarded to all of the news media who has requested notice.

Columbus County Board of Commissioners



Ricky Bullard	Lavern Coleman	Boyd Worley, Board Attorney
Chris Smith	Giles E. Byrd	Amanda B. Prince, Staff Attorney/ Deputy Clerk to the Board
Scott Floyd	Brent Watts	
Barbara Featherson	Edwin H. Madden, Jr., Manager	

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MOTION:

Commissioner Byrd made a motion to cancel the December 19, 2022 meeting, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #14: ADMINISTRATION –APPROVAL and ADOPTION of the SIGNATORY RESOLUTION by the COLUMBUS COUNTY BOARD of COMMISSIONERS:

County Manager Eddie Madden is requesting approval of the Signatory Resolution.

SIGNATORY RESOLUTION

WHEREAS, in the execution of business matters and other pertinent transactions pertaining to the operations of local government affairs, it is necessary, and legally required, to have on board a Chairman and Vice Chairman to serve on behalf and in the best interest of the Columbus County Board of Commissioners and the citizens of Columbus County; **and**

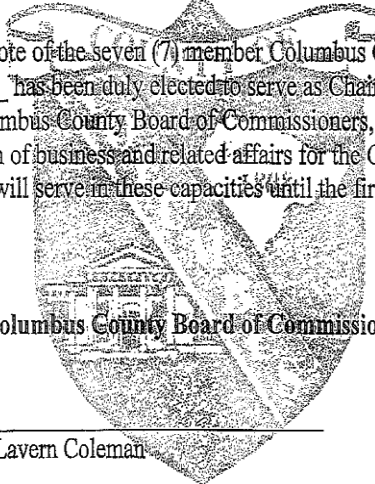
WHEREAS, at the first regular scheduled meeting in the month of December, annually, a Chairman and Vice Chairman is voted on and elected from the now seven (7) member Columbus County Board of Commissioners; **and**

WHEREAS, the Chairman and Vice Chairman of the said Columbus County Board of Commissioners, or their designee, have due authority to sign, execute and administer any and all documents on behalf, and in the best interest, of Columbus County.

THEREFORE, BE IT RESOLVED, by popular vote of the seven (7) member Columbus County Board of Commissioners, on the 5th day of December, 2022, Commissioner _____ has been duly elected to serve as Chairman and Commissioner _____ has been duly elected to serve as Vice-Chairman for the Columbus County Board of Commissioners, or their designee, to sign, execute and administer any and all documents necessary in the normal operation of business and related affairs for the Columbus County Board of Commissioners and the citizens of Columbus County. The aforementioned will serve in these capacities until the first regular scheduled meeting in December, 2023.

Adopted this the 5th day of December, 2022.

Columbus County Board of Commissioners



Ricky Bullard

Chris Smith

Scott Floyd

Barbara Featherson

Lavern Coleman

Giles E. Byrd

Brent Watts

Edwin H. Madden, Jr., Manager

Boyd Worley, Board Attorney

Amanda B. Prince, Staff Attorney/
Deputy Clerk to the Board

MOTION:

Commissioner Watts made a motion to approve the Resolution, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #15: FINANCE – RESOLUTIONS and AGREEMENTS for all DEPOSITS and INVESTMENT ACCOUNTS:

Finance Director Lacie Jacobs is requesting approval of all Resolution and Agreements.

RESOLUTION
GOVERNMENTAL ENTITY



GOVERNMENTAL ENTITY NAME AND ADDRESS

COUNTY OF COLUMBUS
HOUSING AUTHORITY
127 W WEBSTER ST
WHITEVILLE, NC 28472

This Resolution supersedes all previous Resolutions, effective August 19, 2022.

DATE OF RESOLUTION	ACCOUNT NUMBER	Entity Identification Number
November 20, 2022	DD 461000024	XX-XXX0289

By signing below, I certify to FIRST BANK ("Financial Institution") that: I am the Certifier of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of North Carolina; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on August 19, 2022 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).
Number of signers required: 01
- **Make Deposits.** Make deposits to the Entity account(s).
Number of signers required: 01
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 01
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 01
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.
Number of signers required: 01
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers who have Account Opening and Maintenance authority are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the



Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Corporation, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.

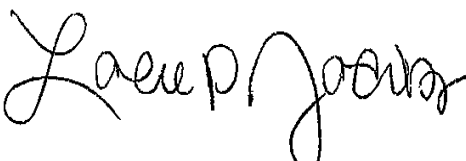
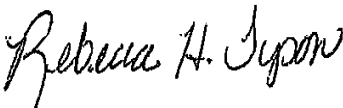
PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.

WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

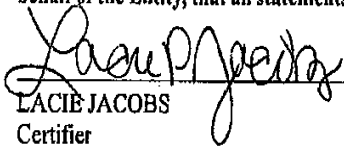
NOTIFICATION OF CHANGES. The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCAION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.

DESIGNATION OF AUTHORIZED SIGNERS

NAME/TITLE	SIGNATURE	AUTHORITY CODE/LIMITATIONS
LACIE JACOBS FINANCE DIRECTOR		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees
REBECCA H TYSON AUTH SIGNER		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees

By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Entity, that all statements made in this Resolution are true and correct.

 12/15/12
 LACIE JACOBS Date
 Certifier



ACCOUNT INFORMATION
CHECKING ACCOUNT



ACCOUNT TITLE AND ADDRESS

COUNTY OF COLUMBUS
WHS CONSTRUCTION PROJECT
127 W WEBSTER ST
WHITEVILLE, NC 28472

This is a Change to an Existing Account Information, Checking Account, effective December 15, 2022.

ACCOUNT OPEN DATE	ACCOUNT NUMBER	OWNERSHIP TYPE	PRODUCT NAME	DOCUMENT CREATION DATE	INITIAL DEPOSIT
October 4, 2019	[REDACTED]	Governmental Entity	MONEY MARKET PUBLIC FUNDS	12/15/2022	\$0.00

GOVERNMENTAL ENTITY INFORMATION

Name:	COUNTY OF COLUMBUS	Nature of Entity:	Local Government/Municipality
Address:	127 W WEBSTER ST WHITEVILLE, NC 28472	NAICS/ISIC Code:	921190
Contact Name:	JAMES RICKY BULLARD	Resolution Date:	November 20, 2022
Contact Title:	AUTH SIGNER	Customer does not engage in Internet Gambling.	
Contact Phone:	0		

DEFINITIONS. "You," "your," and "account owner" refer to the Customer, whether or not there are one or more Customers named on the account, and the terms "we," "us," and "our" refer to the Bank, FIRST BANK.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ACKNOWLEDGMENT. By signing this document, you acknowledge that you have opened the type of account designated above. The undersigned certify that all information provided to the Bank is true and accurate. As the account is in the name of a business entity, you acknowledge that you are acting on behalf of the business entity, and with respect to which you have legal authority to transact business. All signers authorize this Bank to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account. You also acknowledge that you have requested a change to your account and the terms of the Account Agreement and the Disclosures related to your existing account have been revised in their entirety effective on December 15, 2022.

Your signature acknowledges the receipt of the appropriate Account Agreement for the type of account designated above and that you agree to be bound by the Account Agreement. You acknowledge that you have received the following document(s):

- Substitute Check Policy Disclosure
- Funds Availability Policy Disclosure
- Truth In Savings Disclosure
- Fee Schedule

Two Signers Required for Withdrawals

COUNTY OF COLUMBUS

James Ricky Bullard 12-15-22
 By: JAMES RICKY BULLARD Date
 Its: AUTH SIGNER

Lacie Jacobs 12/15/22
 By: LACIE JACOBS Date
 Its: FINANCE DIRECTOR

Heather Woody 12-15-22
 By: Heather WOODY Date
 Its: Authorized Signer



Signer: JAMES RICKY BULLARD
Address: 215 BULLARD LN
CERRO GORDO, NC 28430
Title/Capacity: AUTH SIGNER
Identification Document
DL: 4841862
ID Issuing Location: NC
ID Issue Date: February 20, 2018
ID Expiration: August 12, 2025

Tax ID Number: XXX-XX-0042
Date of Birth: August 12, 1959
Not Found: 0

Signer: LACIE JACOBS
Address: 1862 PEACOCK RD
WHITEVILLE, NC 28472
Title/Capacity: FINANCE DIRECTOR
Identification Document
DL: 20597776
ID Issuing Location: NC
ID Issue Date: January 13, 2016
ID Expiration: January 22, 2024

Tax ID Number: XXX-XX-0515
Date of Birth: January 22, 1990
Business: (910)640-6611 Ext.: 237

Signer: Heather WOODY
Address: 627 INMAN LAKE RD
WHITEVILLE, NC 28472
Title/Capacity: Authorized Signer
Identification Document
DL: 8565118
ID Issuing Location: NC
ID Issue Date: July 27, 2018
ID Expiration: July 29, 2026

Tax ID Number: XXX-XX-0071
Date of Birth: July 29, 1975
Business: (910)640-6611

TAXPAYER IDENTIFICATION NUMBER (T.I.N.) CERTIFICATION

56-6000289

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions for the IRS Form W-9), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature of U.S. person:

James Ricky Bullard 12-15-22
JAMES RICKY BULLARD Date

Exemptions (see IRS Form W-9 instructions):

Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____



RESOLUTION
GOVERNMENTAL ENTITY



GOVERNMENTAL ENTITY NAME AND ADDRESS

COUNTY OF COLUMBUS
WHS CONSTRUCTION PROJECT
127 W WEBSTER ST
WHITEVILLE, NC 28472

This Resolution supersedes all previous Resolutions, effective August 19, 2022.

DATE OF RESOLUTION	ACCOUNT NUMBER	Tax Identification Number
November 20, 2022	DD- 4081001446	XX-XXX0289

By signing below, I certify to FIRST BANK ("Financial Institution") that: I am the Certifier of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of North Carolina; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on August 19, 2022 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).
Number of signers required: 01
- **Make Deposits.** Make deposits to the Entity account(s).
Number of signers required: 01
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 01
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 01
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.
Number of signers required: 01
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers who have Account Opening and Maintenance authority are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the



Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Corporation, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.

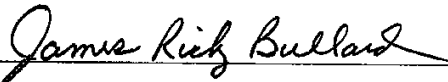
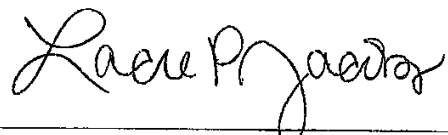
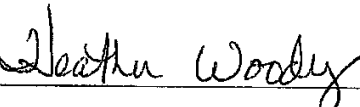
PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.

WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

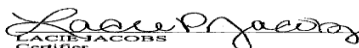
REVOCAION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.

DESIGNATION OF AUTHORIZED SIGNERS

NAME/TITLE	SIGNATURE	AUTHORITY CODE/LIMITATIONS
JAMES RICKY BULLARD AUTH SIGNER		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees
LACIE JACOBS FINANCE DIRECTOR		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees
Heather WOODY ASSISTANT FINANCE DIRECTOR		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees

By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Entity, that all statements made in this Resolution are true and correct.



 12/15/22
LACIE JACOBS Date
Certifier



Signer: LACIE JACOBS
Address: 1862 PEACOCK RD
WHITEVILLE, NC 28472
Title/Capacity: FINANCE DIRECTOR
Identification Document
DL: 20597776
ID Issuing Location: NC
ID Issue Date: January 13, 2016
ID Expiration: January 22, 2024

Tax ID Number: XXX-XX-0515
Date of Birth: January 22, 1990
Business: (910)640-6611 Ext.: 237

Signer: REBECCA H TYSON
Address: 185 ERVIN TYSON AVE
WHITEVILLE, NC 28472
Title/Capacity: AUTH SIGNER
Identification Document
DL: 00002002575
ID Issuing Location: NC
ID Issue Date: August 6, 2016
ID Expiration: August 9, 2024

Tax ID Number: XXX-XX-5429
Date of Birth: August 9, 1968
Cellular: (910)625-5052

TAXPAYER IDENTIFICATION NUMBER (T.I.N.) CERTIFICATION

56-6000289

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions for the IRS Form W-9), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature of U.S. person:

Exemptions (see IRS Form W-9 instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Rebecca H Tyson 12/15/22
REBECCA H TYSON Date





SECRETARY'S CERTIFICATE REGARDING NONINCORPORATED ASSOCIATION RESOLUTIONS

Account #: Advisor Code: Case #: **Agreement**

I hereby certify that I am the Secretary of Columbus County; a nonincorporated association organized in the State/Province of North Carolina, and that the following is a true copy of a resolution duly adopted by said nonincorporated association at a meeting held the day of , at which said meeting a quorum was present and acting throughout, and that such resolution has not been rescinded or modified and is in full force and effect:

RESOLVED, that the President, Vice President, and the Treasurer of this nonincorporated association, or any one of such officers are hereby fully authorized and empowered to open a brokerage account, transfer, endorse, sell, assign, set over, and deliver any and all shares of stocks, bonds, debentures, notes, evidences of indebtedness or other securities (including short sales) now or hereafter standing in the name of or owned by this nonincorporated association, to purchase stocks, bonds, debentures, notes, evidences of indebtedness, and other securities (on margin or otherwise), and to make, execute, and deliver any and all written instruments necessary or proper to effectuate the authority hereby conferred.

Investments Permitted

The undersigned agree to the entering of purchases and sales of securities; as well as all other transactions in the following types of accounts:

Cash Margin Options: Writing Covered Creating Spreads
 Purchasing Long Writing Uncovered

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person authorized to trade on an account.

What this means for you: When you are authorized to trade on an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also utilize a third-party information provider for verification purposes and/or ask for a copy of your driver's license or other identifying documents.

I further certify that the authority hereby conferred is not inconsistent with the duly executed articles or bylaws of this nonincorporated association. Unless indicated below that I am the sole officer, the following is a true and correct list of the officers of this nonincorporated association as of the present date and a record of the officers' signatures:

I am the sole officer.

If you are changing the beneficial owner or control person for this entity, please complete the Beneficial Owner/Control Person Entity Update Form.

PRINT INFORMATION

A. OFFICER/MANAGER/PARTNER/AUTHORIZED AGENT		
First Name: Heather	Middle Initial:	Last Name: Woody
Street Address:		
City:	State:	ZIP Code:
Social Security Number:	Date of Birth:	Phone Number:
Please specify if you are: <input checked="" type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Student		
Employer Name (if self-employed, please provide the name of your business): <u>County of Columbus</u>		
Please choose the occupation and industry of occupation code that most accurately describes your situation, from the list provided on page 4. Occupation: _____ Industry of occupation: _____		
Employer Street Address:		
City:	State:	ZIP Code:



Check here if you are a: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Not a U.S. Citizen.	Country of Citizenship (For non-U.S. Citizens and Permanent Residents):
Country of Dual or Secondary Citizenship (if applicable):	Country of Birth (For non-U.S. Citizens and Permanent Residents):
Non-U.S. citizens: Do you hold a current U.S. immigration visa? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify visa type: _____ Visa Number: _____ Expiration: _____ <small>(Nonresident aliens must submit Form W-BBEN and a copy of a current passport. If a U.S. address is listed, then attach a signed "Letter of Explanation for U.S. Mailing Address/U.S. Phone Number Attachment to Form W-8" (Form TDAI 835).)</small>	
<input type="checkbox"/> Check here if you, your spouse, or any immediate family member living in your household (including parents, in-laws, siblings, and dependents) is a member of the board of directors, 10% shareholder, or policy-making officer of a publicly traded company. Specify the company name, ticker symbol, address, city, and state:	
<input type="checkbox"/> Check here if you, your spouse, or any immediate family member living in your household (including parents, in-laws, siblings, and dependents) is licensed, employed by, or associated with, a broker-dealer firm, a financial services regulator, securities exchange, or member of a securities exchange. If checked, please specify entity below, and provide a copy of the required authorization letter:	
X Signature: _____ Date: _____	

B. OFFICER/MANAGER/PARTNER/AUTHORIZED AGENT		
First Name: Lacie	Middle Initial:	Last Name: JACOBS
Street Address:		
City:	State:	ZIP Code:
Social Security Number:	Date of Birth:	Phone Number:
Please specify if you are: <input checked="" type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Student		
Employer Name (if self-employed, please provide the name of your business): County of Columbus		
Please choose the occupation and industry of occupation code that most accurately describes your situation, from the list provided on page 4.		
Occupation:	Industry of occupation:	
Employer Street Address:		
City:	State:	ZIP Code:
Check here if you are a: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Not a U.S. Citizen.	Country of Citizenship (For non-U.S. Citizens and Permanent Residents):	
Country of Dual or Secondary Citizenship (if applicable):	Country of Birth (For non-U.S. Citizens and Permanent Residents):	
Non-U.S. citizens: Do you hold a current U.S. immigration visa? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify visa type: _____ Visa Number: _____ Expiration: _____ <small>(Nonresident aliens must submit Form W-BBEN and a copy of a current passport. If a U.S. address is listed, then attach a signed "Letter of Explanation for U.S. Mailing Address/U.S. Phone Number Attachment to Form W-8" (Form TDAI 835).)</small>		
<input type="checkbox"/> Check here if you, your spouse, or any immediate family member living in your household (including parents, in-laws, siblings, and dependents) is a member of the board of directors, 10% shareholder, or policy-making officer of a publicly traded company. Specify the company name, ticker symbol, address, city, and state:		
<input type="checkbox"/> Check here if you, your spouse, or any immediate family member living in your household (including parents, in-laws, siblings, and dependents) is licensed, employed by, or associated with, a broker-dealer firm, a financial services regulator, securities exchange, or member of a securities exchange. If checked, please specify entity below, and provide a copy of the required authorization letter:		
X Signature: _____ Date: _____		

C. OFFICER/MANAGER/PARTNER/AUTHORIZED AGENT		
First Name: Edwin	Middle Initial:	Last Name: Madden
Street Address:		
City:	State:	ZIP Code:
Social Security Number:	Date of Birth:	Phone Number:
Please specify if you are: <input checked="" type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Student		
Employer Name (if self-employed, please provide the name of your business): County of Columbus		
Please choose the occupation and industry of occupation code that most accurately describes your situation, from the list provided on page 4.		
Occupation:	Industry of occupation:	

Employer Street Address:		
City:	State:	ZIP Code:
Check here if you are a: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Not a U.S. Citizen.		Country of Citizenship (For non-U.S. Citizens and Permanent Residents):
Country of Dual or Secondary Citizenship (if applicable):		Country of Birth (For non-U.S. Citizens and Permanent Residents):
Non-U.S. citizens: Do you hold a current U.S. immigration visa? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify visa type: _____ Visa Number: _____ Expiration: _____ <i>(Nonresident aliens must submit Form W-88EN and a copy of a current passport. If a U.S. address is listed, then attach a signed "Letter of Explanation for U.S. Mailing Address" U.S. Phone Number Attachment to Form W-8" from TDAI 839.)</i>		
<input type="checkbox"/> Check here if you, your spouse, or any immediate family member living in your household (including parents, in-laws, siblings, and dependents) is a member of the board of directors, 10% shareholder, or policy-making officer of a publicly traded company. Specify the company name, ticker symbol, address, city, and state:		
<input type="checkbox"/> Check here if you, your spouse, or any immediate family member living in your household (including parents, in-laws, siblings, and dependents) is licensed, employed by, or associated with, a broker-dealer firm, a financial services regulator, securities exchange, or member of a securities exchange. If checked, please specify entity below, and provide a copy of the required authorization letter:		
X Signature: _____		Date: _____

D. TRUSTED CONTACT (Optional)

By completing this section, you authorize TD Ameritrade to contact the person(s) named below for the following reasons: if there are questions or concerns about my whereabouts or health status; if TD Ameritrade suspects that I may be a victim of fraud or financial exploitation; if TD Ameritrade suspects that I might no longer be able to handle my financial affairs; to confirm the identity of any legal guardian, executor, trustee, authorized trader, or holder of a power of attorney; or if TD Ameritrade has any other concerns or is unable to contact me about my account(s) held at TD Ameritrade. Please review the Client Agreement for the full terms and conditions regarding how TD Ameritrade uses this information.

NOTE: Your Trusted Contact must be someone other than an account owner and cannot be the Investment Advisor. You may provide more than two Trusted Contact Persons by completing and signing additional Trusted Contact Authorization Forms.

First Name:	Middle Initial:	Last Name:
Relationship:		
Primary Telephone Number:	Email Address:	
Mailing Address:		
City:	State:	ZIP Code:
First Name:	Middle Initial:	Last Name:
Relationship:		
Primary Telephone Number:	Email Address:	
Mailing Address:		
City:	State:	ZIP Code:

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said nonincorporated association this _____ day of _____

Month Year

X Secretary's Signature (or sole officer): _____	Date: _____
Printed Name of Secretary: _____	

[PLACE YOUR NONINCORPORATED ASSOCIATION SEAL HERE]

Occupation Codes		
A42 Accountant/Auditor/Bookkeeper	C82 Compliance/Regulatory Professional	N21 Nurse
A62 Adjuster	C92 Consultant	O11 Office Associate
A82 Advertiser/Marketer/PR Professional	C43 Counselor/Therapist	O21 Other; If Other, include a description in the Occupation box.
A33 Air Traffic Controller	C53 Customer Service Representative	P81 Pharmacist
A43 Ambassador/Consulate Professional	D11 Dealer	P91 Physical Therapist
A53 Analyst	D61 Dentist	P22 Pilot
A63 Appraiser	D31 Distributor	P32 Police Officer/Firefighter/Law Enforcement Professional
A73 Architect/Designer	D41 Doctor/Surgeon/Physician	P42 Politician
A83 Artist/Performer/Actor/Dancer	D51 Driver	P52 Project Manager
A93 Assistant/Executive Assistant	E51 Engineer	R81 Real Estate Professional
A44 Athlete	E71 Exterminator	R71 Researcher
A64 Attorney/Judge/Legal Professional	F71 Factory/Warehouse Worker	S41 Salesperson
A74 Auctioneer	F81 Farmer/Rancher	S51 Scientist
L51 Banker/Lending Professional	F91 Financial Planner/Advisor	S61 Seamstress/Tailor
B21 Barber/Beautician/Hairstylist	F22 Flight Attendant	S71 Security Guard
B31 Broker/Registered Rep	F32 Human Resources Professional	S81 Social Worker
B41 Business Executive (VP, Director, etc.)	I41 Importer/Exporter	T41 Teacher/Professor
B51 Business Owner	I51 Inspector/Investigator	T51 Technician
C81 Caregiver	I81 Investor	T61 Teller
C91 Carpenter/Construction Worker/Contractor	I91 IT Professional/IT Associate	T71 Tradesperson/Craftsperson
C22 Cashier	J31 Janitor	T81 Trainer/Instructor
C32 Chef/Cook	J41 Jeweler	U21 Underwriter
C42 Chiropractor	L31 Laborer	V11 Veterinarian
C52 Civil Servant	L41 Landscaper	W21 Writer/Journalist/Editor
C62 Clergy	M91 Mechanic	
C72 Clerk	M22 Military, Officer or Associated	
	M32 Mortician/Funeral Director	
Industry of Occupation Codes		
A11 Accounting	F11 Fashion/Clothing	O31 Other; If Other, include a description in the Industry of Occupation box
A21 Advertising/Marketing	F21 Financial Services	P11 Parking and Car Washes
A31 Aerospace/Defense	F51 Firearms and Explosives	P21 Pawn Shops/Brokers
A41 Agriculture/Foresry	G11 Gaming/Casino/Card Club	P31 Personal Care/Hygiene (Beauty, Salon, Cosmetics, Massage, etc.)
A51 Amusement and Recreation	G21 Government/Public Administration	P41 Pharmaceuticals
A61 Animal Services and Veterinary	G31 Grocery/Supermarket	P51 Printing/Publishing
A71 Architecture/Design	H11 Healthcare/Medical Services	P71 Professional/Civic Organizations (Non-Retail)
A81 Arts/Antiques	H21 Hotel/Hospitality	R11 Real Estate
A91 Athletics/Fitness	I11 Import/Export	R21 Religious Organization
A32 Automotive	I21 Information Technology (IT)	R31 Repair Services - Home, Auto, and Other
B11 Aviation	I31 Insurance	R41 Restaurant/Food Service
C11 Bar/Nightclub/Adult Entertainment Club	J11 Jewelry, Gems, and Precious Metals	R51 Retail Sales/Retail Trade
G21 Childcare	L11 Legal Services/Public Safety	S11 Science and Biotechnology
C31 Cleaning/Janitorial/Housekeeping	L21 Logistics/Supply Chain	S21 Security
C41 Communications/Telecommunications	M11 Manufacturing	T11 Transportation
C51 Construction/Carpentry/Landscaping	M21 Maritime	T31 Travel
C61 Convenience Store/Liquor Store/Gas Station	M31 Media/Entertainment	U11 Utilities (Public)
C71 Customer Service and Support	M41 Mining, Oil, and Gas	W11 Wholesale Sales/Trade
E11 Education	M51 Money Services Businesses (Check Cashing, Money Transmitting, Payday Loans, Currency Exchange)	
E21 Embassy/Consulate	N11 Non-Profit/NGO (Non-Government Agency)/Charity	
E31 Energy		
E41 Engineering		

Mailing Address:
 TD Ameritrade Institutional
 PO BOX 650567
 Dallas, TX 75265-0567

Investment Products: Not FDIC Insured * No Bank Guarantee * May Lose Value

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 TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc., and The Toronto-Dominion Bank.
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IDENTIFICATION OF QUALIFIED INTERMEDIARY / WITHHOLDING ENTITY

LEGAL NAME OF ORGANIZATION: County of Columbus

TYPE OF ORGANIZATION: Government

ACCOUNT NUMBER:

Be it resolved that each of the following has been duly elected or appointed and is now legally holding the title set opposite his/her name.

Lacie Jacobs Finance Director
(Name of Authorized Person) (Title)

Heather Woody Assistant Finance Director
(Name of Authorized Person) (Title)

County Manager
(Name of Authorized Person) (Title)

CERTIFICATION

I, _____ of _____
(Name and Title of Officer or Partner signing this Non-Corporate Resolution)

County of Columbus hereby certify that said organization is duly and legally
(Name of Organization)

organized and existing and that a quorum of the Columbus County Commissioners
(Name of Governing Body of Organization)

of said Organization attended a meeting duly held on the _____ day of _____, 20____

at which the following resolutions were duly adopted, and that such resolutions are in full force and effect on this date and

do not conflict with the N.C.G.S. 159-30 of said organization.
(Name of Governing Rules)

I further certify that I have the authority to execute this Non-Corporate Resolution on behalf of said Organization, and that

the Columbus County Commissioners of the Organization which took the action called for by the
(Name of Governing Body of Organization)

resolutions annexed hereto has the power to take such action.

*SIGNATURE: _____ DATE: _____

TITLE: _____

*The signer should be someone other than one of the authorized person(s) named above. However, if signed by an authorized person named above, the Fed Wire Letter of Authorization and/or ACH Authorization Agreement must be signed by an authorized person other than the signer of this document.

III. RESOLUTIONS**Certified Copy Of Certain Resolutions by the Governing Body of Said Organization Whereby the Establishment and Maintenance of Accounts Have Been Authorized.**

RESOLVED --

FIRST: That the named Authorized Persons of this organization or _____ or _____ be and they hereby are, and each of them is, authorized and empowered, for and on behalf of this organization (herein called the "Organization"), to establish and maintain one or more accounts with Multi-Bank Securities, Inc. (herein called the "Brokers") and Pershing LLC, its successors or assigns, and for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with;

(a) THIS PARAGRAPH PERMITS CASH TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise;

(b) THIS PARAGRAPH PERMITS CASH AND MARGIN TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise; and margin transactions, including short sales;

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said Authorized Persons and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the Organization to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such Authorized Persons and/or drafts drawn upon the funds of the Organization such sums as may be necessary in connection with any of the said accounts to deposit funds with the Brokers; to deliver securities and/or contracts to the Brokers; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer record of any securities, or contracts, or titles, to any name selected by any of the said Authorized Persons or agents; to affix the Organization's seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Organization all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities, to borrow money and securities, if applicable, and to secure repayment thereof with the property of the Organization; to appoint any other person or persons to do any and all things which any and all things which any of the said Authorized Persons and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such Authorized Persons and/or agents with respect thereto.

SECOND: That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Organization directly.

THIRD: That the person signing this Non-corporate Resolution on behalf of the Organization be and hereby is authorized, empowered and directed to certify to the Brokers:

- (a) a true copy of these resolutions;
- (b) specimen signatures of each and every person by these resolutions empowered;
- (c) a certificate (which, if required by brokers, shall be supported by an opinion of the general counsel of the Organization, or other counsel satisfactory to the Brokers) that the Organization is duly organized and existing, that its governing rules empower it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the governing rules of the Organization or otherwise.

FOURTH: That the Brokers may rely upon the certified copy of the resolutions, specimen signatures, and certificate, as continuing fully effective unless and until the Brokers shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an Authorized Person of the Organization or becomes an Authorized Person under some title, in any way affect the powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these resolutions.

FIFTH: That in the event of any change in the office of powers of persons hereby empowered, an Authorized Person shall certify such changes to the Brokers in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

SIXTH: That the Authorized Persons of the Organization be, and hereby is, authorized and empowered to countersign items as aforesaid.

SEVENTH: That the foregoing resolutions and the certificates actually furnished to the Brokers by the Authorized Person of pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.



MULTI-BANK SECURITIES, INC.®
FINRA, SIPC, MSRB

ACH AUTHORIZATION AGREEMENT (Institutional)

Please complete the following and return to Multi-Bank Securities, Inc. to begin the electronic transfer of funds between your brokerage account and your bank account. You may begin depositing funds into your brokerage account from your bank account, or send payments to your bank account from your brokerage account. All transactions are processed through the Automated Clearing House (ACH) system.

ACCOUNT INFORMATION

ACCOUNT TITLE: _____

ACCOUNT NUMBER:

R	M	B							
---	---	---	--	--	--	--	--	--	--

BANK ACCOUNT INFORMATION

ABA NUMBER: _____

DDA NUMBER: _____

BANK NAME: _____

CITY: _____

STATE: _____

ZIP: _____

ACCOUNT TYPE: CHECKING SAVINGS

I hereby authorize Pershing LLC, to initiate credit/debit entries to the bank account indicated above and further authorize my bank to debit the same to such account.

This authority is to remain in full force and effect until Pershing has received written notification from me of its termination in such time and in such manner as to afford Pershing and my bank a reasonable opportunity to act on it. It is understood that if the systematic reinvestment system is selected, the purpose of this authorization is to provide a means of payment for purchases of securities through my investment professional or financial organization.

Please accept this form as verification that the registered name at _____ (Institution) has an account with the above registration and account information for debiting or crediting into the bank account.

(Must be signed by an authorized member of your firm whose signature is also on your submitted Corporate/Non-Corporate Resolution)

AUTHORIZED SIGNER: _____

NAME: _____

SIGNATURE: _____

DATE: _____

PLEASE SELECT YOUR ACH OPTIONS

ACH OPTIONS

ON-DEMAND (Default setting for all accounts) This selection sets up an ACH profile that allows Multi-Bank Securities, Inc. to initiate an ACH transfer for any available cash in the customer's security account. Both income (dividends and interest) and principal (redemptions) can be included in these transfers.

Allow Multi-Bank Securities, Inc. to debit your bank account at your request to cover settlements.
(INITIALS)

PERIODIC INCOME

This selection sets up an ACH profile that will transfer funds that are the result of dividend and interest payments on a periodic basis. Funds that are the result of principal redemptions (maturities, calls, sales) are not included in these automated transfers. Periodic options are:

SEMI-MONTHLY MONTHLY BI-MONTHLY QUARTERLY SEMI-ANNUALLY ANNUALLY

Monthly transfers are based on the calendar day. Although there is no option for 'last day of the month', you can arrange with your account representative to sweep the account "on-demand" at any preferred interval or time of month.

Please select a starting date (allow 5 business days for processing): _____ (mm/dd/yyyy)

For corporate accounts, a corporate resolution displaying the corporate stamp, and a letter from the corporation authorizing the specific transactions for which you are permitted to debit and credit the bank account, must accompany this authorization.

Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation.
Member FINRA, NYSE, SIPC. Trademark(s) belong to their respective owners



MULTI-BANK SECURITIES, INC.

FINRA, SIPC, MSRB

Standing Instructions
LETTER OF AUTHORIZATION
 (Fed Wires)

Date: _____

To: Multi-Bank Securities, Inc.

Account #: _____

Account Name: _____

Please accept these standing instructions as authorization to wire funds upon my verbal request from the above referenced account to:

Name of Bank: _____

City, State: _____

ABA# _____

For Credit to: _____

Account # _____

For further credit to: _____

FFC Account # _____

Please use this letter as permanent authorization until rescinded in writing by me.

*Signature _____ Date _____

* Signer must be an authorized person identified on the current Resolution document and NOT the signer of the Resolution document.

ADDRESS 1000 Town Center, Suite 2300
 Southfield, Michigan 48075

PHONES 800.967.9045
 248.291.1100

FAXES 248.291.1101

2400 East Commercial Boulevard, Suite 812
 Ft. Lauderdale, Florida 33308

800.967.9045
 954.351.6930
 954.351.9197

TRUIST RESOLUTION FOR DEPOSIT ACCOUNT

Columbus County
Name of Entity

TIN _____

- | | | |
|---|---|---|
| <input type="checkbox"/> Corporation | <input checked="" type="checkbox"/> Government Entity | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Unincorporated Association | <input type="checkbox"/> General Partnership | <input type="checkbox"/> Non-Profit Corporation |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other |

The undersigned, acting in the capacity as corporate secretary or custodian of records for the above-named Entity, organized and existing under the laws of North Carolina, represents to Truist Bank ("Bank") that I have reviewed the governing documents and relevant records of the Entity and certify that resolutions or requirements similar to those below are adopted by and, are not inconsistent with the governing documents or records of the Entity, and that such resolutions or requirements are current and have not been amended or rescinded.

I. That the Bank is designated as a depository institution for the Entity and that by execution and delivery of this Resolution for Deposit Account the Entity will be bound by the Bank's deposit account agreement now existing or as may be amended. Any officer, agent or employee of the Entity is authorized to endorse for deposit any check, drafts or other instruments payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing.

II. That any one individual named below (a "Designated Representative") is authorized to open accounts on behalf of the Entity, to close any account or obtain information on any account. Any one Designated Representative may appoint others (an "Authorized Signer") to conduct transactions on an account by authorizing them to sign their name to the signature card.

Designated Representative (Signature)	Printed Name	Title
_____	<u>Lacie Jacobs</u>	<u>Finance Director</u>
_____	<u>Heather Woody</u>	<u>Assistant Finance Director</u>
_____	<u>Edwin Madden Jr.</u>	<u>Chairperson</u>
_____	_____	<u>County Manager</u>

III. That the Bank is authorized upon the signature of any one signer on a signature card to honor, pay and charge the account of the Entity, all checks, drafts, or other orders for payment, withdrawal or transfer of money for whatever purpose and to whomever payable.

IV. That any one Designated Representative may appoint, remove or replace an Authorized Signer, enter into a night depository agreement, enter into an agreement for cash management services, lease a safe deposit box, enter into an agreement for deposit access devices, enter into an agreement for credit cards, enter into an agreement relating to foreign exchange and obtain online foreign exchange services related thereto, or enter into any other agreements regarding an account of the Entity.

FOR BANK USE ONLY	
Prepared By _____	Date _____
Center _____	Bank No. _____ State _____

Forward to:
Centralized Document Scanning Operations
M/C 100-99-15-11

8010 (2110)

V. That any prior resolutions or requirements have been revoked or are no longer binding, and that this Resolution for Deposit Account applies to all accounts at the Bank and will remain in full force and effect until rescinded, replaced or modified in writing in a form acceptable to the Bank and after the Bank has had a reasonable time to act on such change.

VI. That any transaction by an officer, employee or agent of the Entity prior to the delivery of this Resolution for Deposit Account is hereby ratified and approved.

DATED: _____

SIGNATURE
Edwin H. Madden Jr.
PRINTED NAME

MOTION:

Commissioner Byrd made a motion to approve all Resolution and Agreements, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #16: FINANCE –EXTENSION of CONTRACT with MAULDIN & JENKINS for AUDIT:

Finance Director Lacie Jacobs is requesting approval of contract extension.

LGC-205 Amendment **AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS** Rev. 11/2022

Whereas	Primary Government Unit Columbus County, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor Mauldin & Jenkins, LLC

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

for	Fiscal Year Ending 06/30/22	and originally to be submitted to the LGC on	Date 10/31/22
-----	--------------------------------	--	------------------

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

<input checked="" type="checkbox"/> Modification to date submitted to LGC	Original date 10/31/22	Modified date 01/31/23
<input type="checkbox"/> Modification to fee	Original fee	Modified fee

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

Reason(s) for Contract Amendment

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

Plan to Prevent Future Late Submissions

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

A third party was contracted to complete the writing of the financial statements by 10/7/2022 and schedule of federal and state awards by 9/2/2022. The drafts have not been received as of the date of this contract extension. The County plans to write their own financial statements in future years.

Additional Information

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

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

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Mauldin & Jenkins, LLC	
Authorized Firm Representative* (typed or printed) Timothy M. Lyons	Signature* <i>Timothy M. Lyons</i>
Date* 11/30/22	Email Address tlyons@mjcpa.com

GOVERNMENTAL UNIT

Governmental Unit* Columbus County, North Carolina	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
Date	Email Address

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

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

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

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

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

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

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

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

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

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

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

MOTION:

Commissioner Smith made a motion to approve the Contract Extension, seconded by Commissioner Watts. The motion unanimously passed

Agenda Item #17: SOLID WASTE – APPROVAL of the SCRAP TIRE CONTRACT with CAROLINA HOLDINGS, LLC.:

Public Utilities and Solid Waste Director Harold Nobles, is requesting approval of Contract.

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COLUMBUS COUNTY

RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract ("Contract") made and entered on this 5th day of Dec 2022 ("Anniversary Date"), by and between the County of Columbus, a political subdivision of the State of North Carolina, hereafter referred to as "County" and Central Carolina Holdings, LLC, located at 1616 McKoy Town Road, Cameron, North Carolina 28326, herein after referred to as the "Contractor".

WITNESSETH

WHEREAS, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm: and,

WHEREAS, the Contractor is qualified to provide collection, transportation recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands that the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this Contract.

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage a van trailer at the County's designated sites and to transport, process, recycle or dispose of all scrap tires loaded in said trailer. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal, and local environmental and safety laws, regulations, permits, ordinances, and standards.

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b) County Responsibilities

The County shall make available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein.

3) Term

This Contract shall be in full force and effect for a period of five (5) years from the date of execution, unless either party notifies the other party in writing 30 days prior to June 30th of each contract year of their desire to terminate this contract.

4) Time of Performance

Contractor shall remove each loaded trailer in a timely manner. Non-working days shall include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and the day after Christmas.

5) Invoices

The Contractor shall invoice the County for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6. Each invoice shall include a dated listing of the loads collected and transported.

6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of \$105.00 per ton, with a ten (10) ton minimum per load requirement. Freight will be charged at \$400.00 per load in addition to a \$25.00 Environmental Fee charge for each trailer pulled from the county collection site. Off road tires are charged at the same rate of \$105.00 per ton plus an additional \$0.20 per pound / Super Singles will be at the same rate of \$105.00 per ton plus \$.05 per pound with no minimum tonnage. A Consumer Price Index adjustment will be calculated in March of each year and will be applied to the contract price each year on the July 1. Central Carolina Holdings reserves the right to reject or apply a special handling sur-charge fee for any and all tires that appear to have been burned, buried or shredded prior to transfer to their facility.

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Fuel Sur-charge is calculated on a base price of fuel being in the range of \$2.50 to \$2.74 per gallon. Total round trip 448 miles for this transaction are multiplied times the incremental adjustment shown with that average price per gallon. Average price increments with corresponding Sur-charge are listed below. The price of diesel fuel for the purposes of this agreement shall be the diesel price for the East Coast, as obtained from the Diesel Fuel Hotline (202) 586-6966.

Price per Gallon	Price Adjustment per Mile
\$2.50 - \$2.74	+0.30
\$2.75 - \$2.99	+0.35
\$3.00 - \$3.24	+0.40
\$3.25 - \$3.49	+0.45
\$3.50 - \$3.74	+0.50
\$3.75 - \$3.99	+0.55
\$4.00 - \$4.24	+0.60
\$4.25 - \$4.49	+0.65
\$4.50 - \$4.74	+0.70
\$4.75 - \$4.99	+0.75
\$5.00 - \$5.24	+0.80

Formula follows with the price of fuel

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation, shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

Not to Exceed.

The total amount paid pursuant to this contract shall not exceed \$200,000.

7) Taxes, etc. clause

Should the local, state, or federal government impose a franchise fee or tax, Contractor will pass this fee on to the county, or Contractor and County will agree to cancel the contract. Should such termination or recession occur before performance of the activity herein provided is begun, all parties hereto shall be released from the provisions hereof without liability or obligation. Should such termination or recession occur after such performance is begun, the liability and obligations of the parties shall be limited to settlement of all proper claims based upon performance prior to termination or recession of this contract. In no case shall the Company be liable or responsible for any other cost of obtaining, preparing, maintaining, or operating the facilities for deposit of said tires nor shall Company be liable or responsible for any of the cost of obtaining, preparing, maintaining or operating the location for assembly, collection, and removal of said tires.

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8) Termination

This Contract may be terminated according to either of the following provisions:

- a) **Default:** If either party hereto deems the other party hereto to be in default of any provision hereof, the claiming party shall provide notice in writing to the defaulting party of said default. If said defaulting party fails to correct the default within twenty (20) working days from the date of notice, the other party may terminate this Contract immediately. In case of such termination the party terminating this contract shall forthwith give the other party written notice of such termination.
- b) **Mutual Agreement:** This Contract may be terminated by mutual agreement of the parties hereto, at any time.
- c) **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. 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 Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Customer shall not be obligated under this Contract beyond the date of termination.

9) Force Majeure

- a) **Suspension of Performance:** The performance of its duties and obligations hereunder by either party shall be suspended to the extent that such performance, in whole or in part, shall be rendered impracticable by Force Majeure.
- b) **Definition:** Force Majeure - For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires, floods, explosions, epidemics, boycotts, excessive fuel prices, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

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- c) Notice: In the event that either party hereto determines that a Force majeure has occurred, or it is likely to occur, said party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of such problem, the anticipated effect thereof on said party's performance hereunder and when normal performance may be expected. In the event of excessive fuel prices of over the road diesel. Contractor and County will negotiate satisfactory terms for both parties involved.
- d) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

10) Representations

10.1) The Contractor represents, warrants and covenants to County that:

- a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.
- b) The execution, delivery and performance of this Contract have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.
- c) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby indemnifies County against any punitive or other action resulting from or associated with Contractor's failure to do so.

10.2) County represents, warrants and covenants to Contractor that:

- a) The execution, delivery and performance of this Contract by County have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it

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may be bound. Concurrently herewith, County tenders unto Contractor a certified copy of the resolution of its Board of Commissioners authorizing execution and delivery of this Contract.

11) Insurance

Contractor does hereby attest that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million (\$1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to County within ten (10) days signing of Contract. Contractor shall always during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars. Contractor does hereby attest that it has workers' compensation insurance coverage meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$1M per accident limit, \$1M disease per policy limit, \$1M disease each employee limit.

12) Hold Harmless

The Contractor does hereby indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and, in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being brought against either of them, the Contractor will pay such judgment or comply with such decree with all costs and expenses of whatsoever nature and hold the County harmless therefrom.

13) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the general court of justice, County of Columbus, N.C.

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COLUMBUS COUNTY

14) Miscellaneous

- 14.1) Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.
- 14.2) This Contract may be changed only by agreement in writing and signed by both parties hereto.
- 14.3) This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and/or written.
- 14.4) This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.
- 14.5) This Contract shall be governed by the laws of the State of North Carolina.
- 14.6) The sections and heading in the Contract are for reference purposes only and shall not affect in any way the meaning of this Contract or any part herein.
- 14.7) In the event that any provision of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.
- 14.8) All notices, and other formal communications hereunder shall be made in writing and given or delivered by certified United States mail to the principal and at the address designated below. Acceptance thereof shall be deemed to constitute receipt.
- 14.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any similar matter.
- 14.10) E-Verify. Parties are aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes.
- 14.11) Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind County.

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14.12) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto.

Contractor
Central Carolina Holdings
1616 Mckoy Town Road
Cameron, North Carolina 28326

County
Columbus County
205 Lee Avenue
Whiteville, N.C. 28427

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.

CENTRAL CAROLINA HOLDINGS

BY _____

ATTEST

Columbus County

BY _____

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

Finance Officer

Date

Approved as to Form:

Date

MOTION:

Commissioner Smith made a motion to approve the Contract, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #18: SHERIFF’S OFFICE – APPROVAL to ADJUST ADOPTION RATES for DOGS & CATS from DECEMBER 1, 2022 – DECEMBER 31, 2022:

Sheriff W.A. “Bill” Rogers, is requesting approval.

MOTION:

Commissioner Smith made a motion to approve Adoption Rates, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item #19: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS:

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

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

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

COMMITTEE	ZONE/EB	PERSON(S)	EXP. DATE
Tourism Development Authority	VI	Penny McPherson	Term Expiration

MOTION:

Chairman Bullard is appointing Penny McPherson to the Tourism Development Authority Board as his appointee. No Board action is required.

RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING.**MEETING CALLED TO ORDER:**

At 6:50P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District V Board Meeting to order.

There is no business at this time. No Board action is required.

At 6:51 P.M., Commissioner Smith made a motion to adjourn, seconded by Commissioner Watts.

ADJOURN COMBINATION MEETING of COLUMBUS COUNTY WATER and SEWER DISTRICT I, II, III, IV AND V BOARD MEETING and enter into REGULAR SESSION**RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE with NCGS § 143-318.11 (A) (6) Attorney Client Privilege and NCGS § 143-318.11(A) (4) Economic Development.****Agenda Item # 20: CLOSED SESSION in ACCORDANCE with NCGS § 143-318.11 (A) (6) Attorney Client Privilege and NCGS §143-318.11(A) (4) Economic Development.**

Staff Attorney Amanda Prince gave a general account of the closed session stating that Commissioners discussed Economic Development matters with Economic Development Director Gary Lanier and possible future litigation.

No action was taken by the board

Agenda Item #21: COMMENTS:

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

A. Board of Commissioners:**1. Commissioner Watts** stated the following:

Congratulated to Ms. Featherson and Mr. Floyd and he looks forward to working with them. He thinks they have a good Board and they work good together. He wished everyone a Merry Christmas and a Happy New Year! Remember to spend time with your family during the holidays, it's important. Remember what the reason for the season is.

2. Commissioner Byrd stated the following:

He reiterated the same as Commissioner Watts with the two new Commissioners coming on board. He looks forward to working with them. Please over the time we are here we are working for the betterment of Columbus County and if we disagree on something the next item on the agenda is something totally different. Please don't let one lead over to the next. Don't take anything personal when we are debating. We are supposed to have seven different appoints and we need to express them along the way. Don't take anything anyone says personal, because we are here for the same cause. Like I said, I hope we got a good work relation and I look forward to working with you. I feel like we have two new members bring good quality to the Board and good judgement. Maybe we will get along really well. Enjoy Christmas!

3. Vice-Chairman Coleman stated the following:

Again welcome to the Team! I looking forward to it. I think we got a lot of promise for the County. Everyone that participated in the Employees Appreciation last week I enjoyed it! I had a good time and I hope everyone else did. Thank you all and for the County employees for your help improving the County. To the citizens of County, thank you for putting us in this position we are in now. Keep us honest and keep us focused in letting this Community and County grow to its fullest potential. Merry Christmas to each and every one of you! I'm always available to everyone if you have a problem or need help; feel free to give me a call. Thank you!

4. Commissioner Smith stated the following:

Again Ms. Featherson and Scott I am glad to have you all. You are dually elected to serve the whole County just like we are. I think the employees' appreciation dinner went really well. I don't know how many people we fed, but I know it was a bunch! I don't know if you all have heard that song by Cody Johnson "Till You Can't", but if you haven't you need to listen to it and spend time with your family. It's Christmas, make that phone call and don't put it off. Make that visit and don't put it off. I hope everyone has a great Christmas!

5. Commissioner Floyd stated the following:

I'm new at this and I want to wish everyone a Merry Christmas and a Happy New Year!

6. Commissioner Featherson stated the following:

To Mr. Madden and his administrative staff, thank you for welcoming me on board and for being so professional in getting me the things that I needed. To the Board of Commissioners, thank you for welcoming to this Board. To the general public, thank you for your vote of confidence. I solicit your continued support. I'm hear as a "mouth piece" for the public and as a servant. I ask everyone to look around and see who you can help during the Christmas Holiday Season. There are a lot of lonely people out there, especially the seniors. The schools will be out as well so let's pay attention to our young people who are out there. Let's just show some love. Show love this is what Christmas is all about. I ask that you all have a Merry Christmas and safe Christmas and a Happy Holiday Season over all.

7. Chairman Bullard stated the following:

Thank you Commissioner Featherson. I'd like to say congratulation! I know you care or you would have not run to get involved with your community. I have a lot of respect for someone that does that, and I appreciate you! I look forward to working with both of you and helping to move Columbus County forward. We have a good Board and a good Manager. We have done a lot of good things the past couple of years. I'm looking to do more. I appreciate everyone's support during my election. I look forward to serving as Chairman again, I will do my very best and thank you for your confidence in me. Merry Christmas!

B. County Manager Eddie Madden stated the following:

Thank you Mr. Chairman and Members of the Board, I want to express my appreciation to each one of you that participated with the Employees' Appreciation Luncheon. Mr. Smith I think that number was approximately 550 employees that was served with a meal last week. This Board graciously volunteered to prepare that meal and we appreciate that very much! We also had a number of staff that volunteered, and I think you are in the room here tonight that also participated in helping to serve one another; It was a very encouraging time. I want to thank all the business that gave door prizes for our employees. We are in total of over 170 door prizes given out. Our employees appreciated that! From the luncheon the feedback we received from the second year in a roll, was a very enjoyable time to be with one another and to be with our Board. We appreciate that! I want to extend my best wishes to you all this holiday season that is quickly approaching in the New Year. We have a lot going on in the County. But with everyone working together with the common goal we can accomplish great things! Merry Christmas! Happy New Year! We are here for you. As I indicated earlier, we will most likely be coming together again before December 17th. In the meantime, if you need us you know how to reach us. Thank you!

Agenda Item #21: ADJOURNMENT:

At 7:43P.M. Commissioner Smith made a motion to adjourn, seconded by Commissioner Watts. The motion unanimously passed. These minutes were typed by Natalie Carroll, Special Projects Coordinator.

NATALIE CARROLL, Special Projects Coordinator

RICKY BULLARD, Chairman