

COLUMBUS COUNTY BOARD OF COMMISSIONERS**Monday, August 01, 2011****6:30 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and at the above stated time in the Dempsey B. Herring Courthouse Annex Building, located at 112 West Smith Street, Whiteville, North Carolina, for the purpose of conducting their regularly scheduled meeting on the first Monday.

COMMISSIONERS PRESENT:

Giles E. Byrd **Chairman**
 Amon E. McKenzie, **Vice Chairman**
 James E. Prevatte
 P. Edwin Russ
 Lynwood Norris
 Ricky Bullard
 Charles T. McDowell

APPOINTEES PRESENT:

William S. Clark, **County Manager**
 Mike Stephens, **County Attorney**
 June B. Hall, **Clerk to Board**
 Bobbie Faircloth, **Finance Officer**

Agenda Items #1, #2 and #3:**MEETING CALLED to ORDER, INVOCATION and PLEDGE of ALLEGIANCE:**

At 6:30 P.M., Chairman Giles E. Byrd called the August 01, 2011 Columbus County Board of Commissioners Regular Session Meeting to order. The invocation was delivered by Commissioner Ricky Bullard. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Commissioner Charles T. McDowell.

Agenda Item #4: BOARD MINUTES APPROVAL:

Commissioner Norris made a motion to approve the July 18, 2011 Regular Session Board Meeting Minutes, as recorded, second by Vice Chairman McKenzie. The motion unanimously passed.

Agenda Item #5: PUBLIC INPUT:

No public input was received either orally or written.

Agenda Item #6: PRESENTATION - SCHEMATIC DRAWINGS for NEW COLUMBUS COUNTY COURTHOUSE:

Glen Ware, Ware, Bonsall Architects, presented schematic drawings and the following information for the new Columbus County Courthouse.

Mr. Ware stated the following:

1. I would like to present the schematic design;
2. We want to pick up where we left off when we completed the study as follows:
 - A. What the schedule is for the project;
 - B. The budget;
 - C. What the program has worked out to be; **and**
 - D. Get into some of the schematic plans;
3. The schedule we are working on has three (3) design phases as follows;
4. The first phase is the schematic design which we have completed on schedule July 01, 2011;
5. Right now, we are beginning to get into the design development phase;
6. We are trying to place the building onsite in its general location and work out the general relationships with office spaces in the building both horizontally and vertically;
7. We are working toward completion of the design development phase by September 01, 2011, with completion of the construction document phase by the end of December, 2011, so beginning in January, 2012, you would be able to authorize us to go to bid;
8. This would go to bid and break ground sometime in March or April, 2012;
9. The budget described in the study that we did still holds true for the parking, building site, demolition, and new building construction;
10. There are other soft costs that are part of the budget such as the furnishings and equipment, fees, expenses and contingency;

11. Basically, right now, the design is within that budget;
12. The program that we developed was for a total of 40,724 SF, and we have gone back and gone through all the spaces with the Court personnel, and the program is within that amount of square footage;
13. Site Option A that we chose will be right outside this building;
14. What we have done is really begun to develop the floor plans and the site plans with this option, based on this option;
15. The site plan that we have right now is looking at the building footprint, which is very similar to what you saw in the study, and we are trying to accomplish two (2) things, one is, at the Courthouse Square, try to create some type of an entrance because that is where the public entrance is going to be for the building that relates to the historic Courthouse, with also recognizing there is still a need for parking there;
16. We want to accommodate handicap parking there, as well as try to get as many normal parking spaces as you can in that area, and create some type of an entrance that would dialogue with the historic Courthouse that would lead people to the entrance of this building;
17. We are looking at developing the space between this building and the adjoining property as a walkway from the parking area that is going to be developed to the public entrance;
18. We are looking at access for prisoners, secure parking for judges and D.A.'s and some law enforcement parking;
19. On the first floor you will find the following:
 - Public entrance
 - Public lobby that will lead people to the Clerk's area as well as to stairs and elevators;
 - Clerk of Court's space is all together in one area;
 - Prisoner holding area (single and group)
 - Staff entrance and staff elevator for staff only
 - Mechanical/electrical space;
20. The second floor is made up of two (2) courtroom sets as follows:
 - Jury courtrooms
 - Prisoner access
 - Jury deliberation rooms
 - Judges' Chambers
 - Public lobby
 - Public elevators;
21. The third floor is made up of the following:
 - One (1) slightly larger courtroom
 - Jury assembly or multi-purpose space
 - Large conference room
 - Public lobby area;
22. We anticipate using a card access system inside the building, very controlled and very restrictive;
23. Looking at the building from Madison Street, the building sets behind other buildings and most of the view will be the front entrance;
24. We are looking at some waiting areas among the public corridors; **and**
25. We are looking at a simple and fairly low key to try and bring the accent to the front entrance area to draw people's attention.

QUESTIONS/COMMENTS/DISCUSSION:

Commissioner Bullard: What is the capacity of the largest courtroom?

Glenn Ware: The largest courtroom is on the third floor and the capacity is two hundred (200) people. The standard courtrooms on the lower level will be somewhere around one hundred forty (140) to one hundred fifty (150) people.

Commissioner McDowell: Do you have a plan or system to allow the people within the Court system to ask questions or make suggestions?

Glenn Ware: We have met with most of them already at least once. In fact, I got meetings scheduled tomorrow to go through the latest development plans. We meet with them periodically about once a month.

Commissioner McDowell: Have they actually seen these plans?

Glen Ware: These plans have been out for about a month.

Commissioner Russ: How many elevators do you have in this building?

Glen Ware: There are two (2) public elevators. There will be one (1) elevator for inmate movement, and there will be one (1) for staff movement.

Commissioner Russ: How about the parking and the effect on the surrounding businesses?

Glen Ray: That is an issue. That is something Mr. Clark is struggling with. You have a situation

where the County owns all the land and people have been using to either access some parking that might be on your property or they are parking on your property. To what degree you want to take that parking away for this use versus allow some parking whether it is here or somewhere else. What we are trying to do as far as the building design goes, we are trying to give you optimum building design with the optimum placement of that building. There is some wiggling room on far as how that building could set on the site. It could go a little bit south.

William S. Clark, County Manager: How many parking spaces do you have in this plan?

Glen Ware: This plan shows I think seven (7) spaces, two (2) handicap and five (5) regular.

Chairman Byrd: Would two (2) handicap spaces be enough?

Glen Ware: Two (2) handicap spaces would be a minimum, an absolute minimum. You will need to have other handicap parking spaces if you don't already have them on this campus.

William S. Clark: There will be one hundred twenty (120) new parking spaces below the water tower, and there will be eighty (80) spaces behind where Mr. Pope's office is at.

Glen Ware: The issue is to what extent do you want to adjust the building plan to allow access to any of this parking area or do you want to make accommodations to that parking for some of these people with the other parking that you are planning to provide in the area.

Tony Soles: What are the setbacks?

Glenn Ware: I don't have that number on the top of my head as far as zoning is concerned. What we try to maintain is up to about a sixty (60') feet building separation where we can. The reason for that is for fire separation. Fire departments need access between buildings. The building walls that face each other, when you start to decrease that spacing, you start to kick in some fire resistance rating requirements on those walls. It might prevent you from having windows, louvers or other things.

Chairman Byrd: We do need to preserve as much parking out front as we possibly can. Those businesses have been there a long time. Whatever we need to do to preserve that.

Commissioner McDowell: How will the appearance of the entrance to the Courthouse be - landscape, half walls, or what?

Glen Ware: That has not been developed yet. We are just looking at the concept right now of having some type of closet development.

Commissioner McDowell: Is there anyone here that works at the Courthouse, or around the Courthouse, that has a question?

Jackie Ray: stated the following:

- I own J. Ray Realty which is on the corner of the Courthouse Square;
- This building will definitely affect the parking in this area;
- The businesses in this area definitely have a problem with trash, and nothing is being done about it;
- My main concern, along with the other businesses, is the lack of parking spaces and how it will affect our businesses; **and**
- I would appreciate it if you would take this into consideration.

Commissioner Prevatte: I like the concept you have presented, the layout of the entrance to the Courthouse to prevent foot traffic from stepping out into vehicular traffic, the secure areas for law enforcement personnel, the staff elevators, and keeping the building where you can see the entrance from the existing Courthouse.

Vice Chairman McKenzie: What is the schedule?

Glen Ware: stated the following:

- It will go out for bid in January, 2012
- Opening bids in February, 2012
- Depending on the LGC's schedule and LGC's approval of financing, you might be breaking ground by the end of March, 2012 or early April, 2012;

Chairman Byrd: stated the following:

- I, too, like the concept of the building;
- Commissioner Prevatte and I served on the committee to choose the site for the Courthouse;
- We knew that was a very tight area to put it but we either had to put it somewhere near the existing Courthouse being we had to spend the money on the old one to keep it up also to use;
- Most of these buildings around here have got a lot of age on them, and looking down the road, thirty (30) years from now, these buildings might not be in existence; **and**
- You are doing a good job.

Item #7: SHERIFF - BOARD REVIEW and APPROVAL to APPLY for JAG GRANT:

Sheriff Batten requested the Board to review and approve the application for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$16,162.00.

Commissioner Bullard made a motion to approve the application for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$16,162.00, second by Commissioner Norris. The motion unanimously passed. A copy of this document will be kept on file in the Sheriff's Department and in the Clerk to the Board's Office for review.

Agenda Item #8: SOLID WASTE - APPROVAL and AWARD of LOW BID, CONTRACT, and CAPITAL PROJECT ORDINANCE for COLUMBUS COUNTY LANDFILL GAS COLLECTION SYSTEM:

Marilyn Meares, Project Manager, and Kip McClary, Solid Waste Director, are requesting Board approval of the award to the low bidder from the following Bid Tabulation Sheet, the contract and the Capital Project Ordinance for the Landfill Gas Project, Phase I. **(This item was tabled at the July 18, 2011 Board Meeting for more information.)**

**Landfill Gas Project, Phase I
Bids for Collection System and Flare Station**

| Bidder Name: | Advance One Development | Carlson Environmental Consultants | Joyce Engineering | SCS Engineers | Shamrock Environmental Corporation |
|-------------------------------|-------------------------|-----------------------------------|-------------------|------------------|------------------------------------|
| Address: | Charlotte, NC | Monroe, NC | Greensboro, NC | Charlotte, NC | Browns Summit, NC |
| Phone: | 704-507-2881 | 704-283-9765 | 336-323-0092 | 704-504-3107 | 800-881-1098 |
| Contact: | William Brinker | Kris Carlson | Stephen Cowie | Steve Lamb | Bobby Dukes |
| Bid Signed and Sealed: | Y | Y | Y | Y | Y |
| Bid Bond Included: | Y | Y | Y | Y | Y |
| Engineering Included: | Y | Y | Y | Y | Y |
| Collection System Bid Amount: | \$268,465 | \$257,790 | \$325,800 | \$251,950 | \$334,832 |
| Flare Station Bid Amount: | \$130,000 | \$100,500 | \$98,500 | \$169,300 | \$143,892 |
| Total Base Bid Amount: | \$398,465 | \$358,290 | \$424,300 | \$421,250 | \$478,724 |

NOTICE OF AWARD

TO: Carlson Environmental Consultants, PC

DATE: August 1, 2011 (contract approve by Columbus County Board of Commissioners on August 1, 2011).

PROJECT DESCRIPTION: That the contractor shall furnish all labor, materials, supervision and services required to perform all the work described in the Scope of Work as described in the RFP for owner Columbus County.

The **OWNER** has considered the BID submitted by you for the above described Scope of Work in response to its Advertisement for bids and bid opening held on: June 29, 2011 with the agreed upon revisions taking precedent.

You are hereby notified that your revised BID has been accepted for items in the amount of **\$324,950**.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER** dated this 1st day of August, 2011.

Columbus County
Owner

By: /s/ **GILES E. BYRD, Chairman**

Attest: /s/ **JUNE B. HALL Clerk**

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:
Carlson Environmental Consultants, PC, this the _____ day of August, 2011.

By: _____

Kristopher L. Carlson, P.E.

Title: Principal

CONTRACT

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE 1: AGREEMENT BETWEEN PARTIES

This Contract made this the 1st Day of August, 2011 by and between the County of Columbus hereinafter called "OWNER" and Carlson Environmental Consultants doing business as a corporation hereinafter called "CONTRACTOR". The work completed under this contract will be known as the Columbus County Landfill Gas Project.

ARTICLE 2: SCOPE OF WORK

This contract is issued pursuant to the Request for Qualifications and Cost Proposal issued on June 13, 2011 in which OWNER requested proposals for the design and construction of a system to extract landfill gas at the closed Columbus County Landfill. This action will result in the establishment of a working landfill gas collection system which will collect gas from 3 existing wells and 12 newly drilled wells, transport the gas through a network of pipes, to a blower/flare, and provide stub-out connection for a future second phase of the project. The system shall have a minimum collection efficiency of 75% of the landfill gas generated in the landfill.

The contractor shall provide a minimum of (3) copies of as-built drawings and a minimum of (3) copies of operation manuals for all equipment provided.

Contract quantities will be in accordance with the schedule of items attached.

ARTICLE 3: SCHEDULE OF WORK

Notice to proceed with work: The work under this contract will commence upon signature of both parties and will begin with design and permit preparation. Maximum allowable time for completion will be 182 calendar days (August 1 – November 30) unless the OWNER initiates additions or deletions by written change order. In the event that the CONTRACTOR should need additional time due to weather or unforeseen circumstances, the CONTRACTOR must submit a written request to the OWNER so that the contract can be amended. If the CONTRACTOR does not complete the work within the allotted time, liquidated damages will be assessed in the amount of one hundred (\$100.00) per day.

Prior to starting construction, the CONTRACTOR shall submit to the Contracting Officer a written schedule showing the time and sequence of all work to be performed. The Contracting Officer will review and approve the schedule prior to issuance of the notice to proceed with work. Prior to any changes in the approved sequence of work, the CONTRACTOR shall submit a revised schedule to the Contracting Officer for review and approval.

ARTICLE 4: CONTRACT WORK

The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$324,950. In the event that the CONTRACTOR should need additional resources due to weather or unforeseen circumstances, the CONTRACTOR must submit a written request to the OWNER so that the contract can be amended.

ARTICLE 5: LIABILITY

The CONTRACTOR shall assume liability for damages or loss resulting from wrongful act(s) and/or negligence of his/her employees while engaged in the performance of the contract. The CONTRACTOR, or its insurer, shall reimburse the OWNER for any such damages or loss within 30 days after a claim is submitted. Indemnification..

ARTICLE 6: INDEMNITY

The CONTRACTOR agrees to indemnify and hold harmless the Grantee, the Agency, the State, and all State officers, agents and employees, from any claims of third parties arising out of any act or omission of the CONTRACTOR in connection with the performance of the Contract Agreement

ARTICLE 7: INSURANCE

The CONTRACTOR shall procure and maintain in force and effect during the term of the contract from an insurance company duly authorized to do business in North Carolina, Insurance as appropriate for the conduct of the contract.

BONDING: In case of default of this contract, the CONTRACTOR shall be bonded for the total amount of this contract by a bonding company authorized to do business in North Carolina.

WORKER'S COMPENSATION INSURANCE: The CONTRACTOR shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as Employer's Liability Insurance with a minimum limit of \$150,000.00 covering all of the CONTRACTOR'S employees who are engaged in any work under the contract. If any work is subcontracted, the CONTRACTOR shall require the subcontractor to provide the same coverage for all employees engaged under the contract.

COMMERCIAL GENERAL LIABILITY: General Liability Coverage on a Comprehensive Commercial General Liability Form on an occurrence basis in the minimum amount of \$1,000,000 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

AUTOMOTIVE INSURANCE: CONTRACTOR will maintain automotive insurance of \$150,000 Bodily Harm, \$150,000 Uninsured Motorist and \$1,000 Medical Payment

The CONTRACTOR shall furnish a certificate evidencing required Insurance prior to commencing work. All Insurance shall remain in effect for the duration of the contract.

ARTICLE 8: PAYMENT

The CONTRACTOR shall submit certified pay request for completed work. The OWNER shall have 10 calendar days to approve or disapprove the pay request. The OWNER shall pay the CONTRACTOR for his/her performed bid item(s) under the contract within 30 days following the end of the month in which the request is submitted. The OWNER shall pay the CONTRACTOR upon the completion of work as submitted and based upon the approval of Contracting Inspector(s).

ARTICLE 9: CONTRACT DOCUMENTS

The term "Contract Documents" means and includes the following:

- a. Revised Lump Sum Bid (attached)
- b. Revised Cost Summary of Bid Items (attached)
- c. Addendum
- d. RFP Appendices
- e. Contract
- f. Notice to Proceed
- g. Terms and Conditions of ARRA (attached)

ARTICLE 10: BINDING

This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

ARTICLE 11: ARBITRATION

Any disagreement arising out of this contract or the application of any of any provisions hereof shall be submitted to an arbitrator or arbitrators not related to any of the parties or interest in the business of the parties. The parties hereto may agree to one arbitrator or may select one (1) each and these two (2) may select a third. The parties agree to be bound by the decision of the arbitrators. The provisions of the North Carolina Uniform Arbitration Act (GS 1-557.1 et seq.) shall apply.

In Witness Whereof, the parties hereto have executed or caused to be executed by their duly authorized officials, this Contract in four (4) copies each of which shall be deemed an original on the date first written above.

OWNER: County of Columbus

Signature By: /s/ **GILES E. BYRD**

Name: Giles E. Byrd

Title: Chairman

Date: August 1, 2011

ATTEST:

CONTRACTOR

Signature By: /s/ **JUNE B. HALL**
 Name: June B. Hal
 Title: Clerk
 Date: August 1, 2011

Signature By: _____
 Name: Kristofer L. Carlson P.E.
 Title: Principal _____
 Date: _____

(SEAL)

**COLUMBUS COUNTY SOLID WASTE DEPARTMENT
 LANDFILL GAS COLLECTION SYSTEM
 CAPITAL PROJECT ORDINANCE
 Adoption Date: July 18 , 2011**

BE IT ORDAINED by the Board of Commissioners of the County of Columbus, North Carolina, that pursuant to Section 159-13.2 of the General Statutes of North Carolina, the Capital Project Ordinance is **HEREBY ADOPTED**:

SECTION 1. The project authorized is the Landfill Gas Collection System.

SECTION 2. The project director is hereby directed to proceed with the construction of the Landfill Gas Collection System.

SECTION 3. The project will be executed in full during fiscal year 2011-2012.

SECTION 4. The following revenues are anticipated to be available to the County to complete the project as of July 18, 2011

| ACCOUNT NUMBER | TITLE | AMOUNT |
|----------------|-----------------------|---------------------|
| | NC State Energy Grant | \$544,500 |
| TOTAL: | | \$544,500.00 |

SECTION 5. The following amounts are appropriated for the project:

| ACCOUNT NUMBER | TITLE | AMOUNT |
|----------------|--------------------------------|---------------------|
| | Landfill Gas Collection System | \$544,500.00 |
| TOTAL: | | \$544,500.00 |

SECTION 6: The Finance Officer is directed to report quarterly on the financial status of this project. She shall keep the Governing Body informed at each regular meeting of any unusual occurrences.

SECTION 7: Copies of the Capital Project Ordinance shall be made available to the Budget Officer and the Finance Officer for carrying out this project.

ADOPTED this the 18th day of July 2011.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ **GILES BYRD, Chairman**

ATTESTED:

/s/ **June B. Hall, Clerk to Board of Commissioners**

Mr. McClary stated the following:

1. Once we took the low bid, the State Energy Office said if we felt it necessary, we could negotiate with the low bidder;
2. As you will see the low bidder was for three hundred fifty-eight thousand, two hundred ninety and 00/00 (\$358,290.00) dollars which was Carlson Environmental Consultants;
3. Carlson Environmental Consultants have been involved with the Landfill Gas Project from the days when we thought we were going to contract with Environmental Credit Corporation;
4. They were very much aware of the project;
5. We felt they could trim their price on engineering and design and a few other aspects and they were willing to do so;

6. That brings us to a new recommended contract total of three hundred twenty-four thousand, nine hundred fifty and 00/100 (\$324,950.00) dollars; **and**
7. We are recommending this amount in the award of this contract.

Commissioner Prevatte made a motion to approve the award to the low bidder, Carlson Environmental Consultants, at the **revised** cost of three hundred twenty-four thousand, nine hundred fifty and 00/100 (\$324,950.00) dollars, the following contract, and the following Capital Project Ordinance for the Landfill Gas Project, Phase I, second by Commissioner Russ. The motion unanimously passed.

Agenda Item #9: PUBLIC TRANSPORTATION - ESTABLISHMENT of PUBLIC HEARING DATE and TIME:

Charles Patton, Director, requested the Board to establish August 15, 2011, at 6:30 P.M., as the date and time for a public hearing for the Rural Operating Assistance Program (ROAP).

Commissioner Russ made a motion to establish August 15, 2011, at 6:30 P.M., as the date and time for a public hearing for the Rural Operating Assistance Program (ROAP), second by Commissioner Norris. The motion unanimously passed.

Agenda Item #10: PUBLIC TRANSPORTATION - APPROVAL of SAFETY SYSTEM PROGRAM PLAN (SSPP):

Charles Patton, Director, is requesting Board approval of the Safety System Program Plan (SSPP).

Commissioner Prevatte made a motion to approve the Safety System Program Plan (SSPP), second by Commissioner Russ. The motion unanimously passed. A copy of this document will be kept on file in the Public Transportation Department, and in the office of the Clerk to the Board, for review.

Agenda Item #11: PLANNING - ZONING MAP AMENDMENT:

Robert Lewis, County Planner, requested Board approval of the zoning map amendment to re-zone 82.9 acres in Southeast Regional Industrial Park. **(The required Public Hearing was conducted at the July 18, 2011 Board Meeting.)**

Mr. Lewis stated the following:

1. The Planning Board requests the approval of the Commissioners to re-zone approximately 82.9 acres from RA-R20 which is Residential Agricultural to IND-1 which is comparable to a light industrial zoning district;
2. The property owners within 100 feet were given notification of the re-zoning;
3. This was advertised in The News Reporter;
4. This is just a formality, and will not adversely affect any of the property owners there; **and**
5. The Planning Board did approve this unanimously at their April, 2011 meeting.

Commissioner Bullard made a motion to approve the zoning map amendment to re-zone 82.9 acres in Southeast Regional Industrial Park, second by Commissioner Prevatte. The motion unanimously passed.

Agenda Item #12: MAINTENANCE - DEPARTMENTAL UPDATE:

Tony Soles, Maintenance Director, delivered the following Departmental Update.

1. Work orders increased from 1,420 FY 09-10 to 1,760 FY 10-11;
2. Modified the old District Attorney's Suite in the historic Courthouse, and transformed it into a functional Jury Assembly area. The Jury Assembly area will accommodate 50 people with two restrooms and a vending area;
3. Parking lots were paved at the Public Utilities Office, Sheriff's Department; and, patched, sealed, and striped the parking lot in front of the D.A.'s Office;
4. Awarded contract for Energy Efficiency Grant with ECD Sept.30, 2011;
5. Working closely with Mr. Worley and the architects on the DOA expansion; **and**
6. Performing quite a bit of "leg work" for the new Courthouse Annex construction - coordinating property survey, geo-technical survey and hazardous material survey.

Housekeeping: The entire housekeeping staff is doing an excellent job. The most significant accomplishment was the Housekeeping staff at the Health Department received accolades for the excellent condition and cleanliness of the facility during the accreditation site visit.

Agenda Item #13: ECONOMIC DEVELOPMENT - ESTABLISHMENT of PUBLIC HEARING DATE and TIME:

Gary Lanier, Economic Development Director, requested the Board to establish a date and time for a public hearing for incentive grants for three (3) projects.

Mr. Lanier stated the following:

1. We have been working on the Economic Development Incentive Grant Policy for the past several months;
2. We have working with these companies, but did not want to bring this to the Board before our policy had been updated; **and**
3. We have three (3) local industries that are undergoing expansions as follows: Project Legacy which is Top Tobacco, Project Cord which is Filtec Precise and Project Retro I which is West Fraser in Riegelwood.

Commissioner Russ made a motion to establish August 15, 2011, at 7:00 P.M., as the date and time for a public hearing for three (3) Economic Development incentive grants, second by Commissioner Norris. The motion unanimously passed.

Agenda Item #14: SINGLE FAMILY REHABILITATION PROGRAM (SFR 2010) #1008 - APPROVAL to ACCEPT WOOTEN COMPANY'S RECOMMENDATION:

Warren Wooten, The Wooten Company, requested Board approval of the award to S & S Home Improvements, as per the following Bid Tabulation Summary.

BID TABULATION SUMMARY

TIME: 10:00 A.M.
DATE: Thursday, 8-21-11
LOCATION: Columbus County Office

| CONTRACTOR | Case#: Willie & Lila Galloway | Case #: Mary Galloway |
|-----------------------------|--|------------------------------|
| Robert L. Strickland | 49,834 | |
| D & A Complete Construction | 59,075 | |
| S & S Home Improvements | 47,300 | |
| Thomas and Associates | 60,698 | |
| David Revels | 65,625 | 64,300 |
| Turtle Construction | 49,363 | |

This is to notify of the bids opened and read aloud at the time, date and location shown above.

By: /s/ **ROBERT R. CLINEBELLE, The Wooten Company** **8-21-2011**
 /s/ **NATALIE CARROLL**

Contractor Present:
 F. Denise Maynor - S & S

Commissioner Bullard made a motion to approve the award to the low bidder, S & S Home Improvements, at the cost of forty-seven thousand, three hundred and 00/100 (\$47,300.00) dollars, for the case of Willie and Lila Galloway, second by Vice Chairman McKenzie. The motion unanimously passed.

Agenda Item #15: URGENT REPAIR PROGRAM (URP 2010) #1004 - APPROVAL to ACCEPT and MOVE FORWARD with HOBBS, UPCHURCH &

ASSOCIATES' RECOMMENDATION:

Michael Walser, Project Coordinator, requested Board approval to move forward with the recommendation of Capps Builders, LLC, to repair Garfield George's well, at the negotiated cost of four thousand, three hundred, and 00/100 (\$4,300.00) dollars, as per the following bidding process.

First Bid Opening: May 26, 2011 One (1) Bid Received

Capps Builders, LLC \$6,500
20 Hemlock Drive
Whiteville, NC 28472

Second Bid Opening: July 25, 2011 No Bids Received

Commissioner Russ made a motion to approve to accept and move forward with Hobbs, Upchurch & Associates' recommendation to award the repair to Garfield George's well at the **negotiated** cost of four thousand, three hundred, and 00/100 (\$4,300.00) dollars, second by Vice Chairman McKenzie. The motion unanimously passed.

Agenda Item #16: RESOLUTION - RESOLUTION of OPPOSITION to MERGER of SMALL COMMUNITY COLLEGES:

William S. Clark, County Manager, requested Board approval and adoption of the following Resolution of Opposition to Merger of Small Community Colleges.

**RESOLUTION of OPPOSITION to MERGER of
SMALL COMMUNITY COLLEGES**

WHEREAS, Southeastern Community College has played a significant role in providing college level education to many of our citizens; **and**

WHEREAS, the absence of this level of education would result in the inability of many of our citizens to obtain a college education; **and**

WHEREAS, Southeastern Community College has provided, and continues to provide, the necessary job training for students in the 21st century workforce; **and**

WHEREAS, Southeastern Community College has assisted our people during times of plant closings and labor force reductions in obtaining the training necessary to obtain jobs in other fields of work.

NOW, THEREFORE, BE IT RESOLVED the Columbus County Board of Commissioners formally opposes the North Carolina General Assembly Program Evaluation Divisions's recommendation that the General Assembly direct the State Board of Community Colleges to reduce the number of small colleges by merging colleges with fewer than three thousand (3,000) student full-time equivalents with another nearby college; **and**

BE IT FURTHER RESOLVED the Columbus County Board of Commissioners opposes any similar legislative or administrative action that would negatively impact Southeastern Community College's students and result in a loss of the institution's identity as the economic development and higher education hub of Columbus County; **and**

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to Senator Bill Rabon, Representative Dewey Hill and to the Co-Chairs of the Joint Education Oversight Committee at such time they are designated.

APPROVED and ADOPTED this the 1st day of August, 2011.

COLUMBUS COUNTY BOARD OF COMMISSIONERS
/s/ **GILES E. BYRD, Chairman**

ATTESTED BY:
/s/ **JUNE B. HALL, Clerk to Board**

Vice Chairman McKenzie made a motion to approve and adopt the Resolution of Opposition to Merger of Small Community Colleges, second by Commissioner Norris. The motion unanimously passed.

Agenda Item #17: RESOLUTION - RESOLUTION APPROVING CONVEYANCE of PROPERTY PURSUANT TO N.C.G.S. § 160A-279:

Mike Stephens, County Attorney, requested Board approval and adoption of the following Resolution Approving Conveyance of Property Pursuant to North Carolina General Statute § G.S. 160A-279.

RESOLUTION APPROVING CONVEYANCE of PROPERTY PURSUANT to NORTH CAROLINA GENERAL STATUTE § G. S. 160A-279

WHEREAS, the County of Columbus owns certain property located and being in Lees Township, Columbus County, State of North Carolina; **and**

WHEREAS, the County of Columbus has by this resolution declared the aforementioned property to be surplus to its needs; **and**

WHEREAS, North Carolina General Statute § 160A-279 authorizes a county to convey real property by private sale to a nonprofit corporation, if the county is authorized by law to appropriate money to the corporation; **and**

WHEREAS, North Carolina General Statute § 160A-279 authorizes a county to convey real property to a private entity which carries out a public purpose; **and**

WHEREAS, the County of Columbus has negotiated with the Old Dock Community Center, Inc., hereafter Center, to convey the 0.30 acres more or less described above to Center, in order that the Center may continue to provide a public purpose to the citizens of the County of Columbus.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF COLUMBUS COUNTY RESOLVES THAT:

1. The Chairman of the Board of County Commissioners is authorized to execute all documents necessary to convey fee simple defeasible title to a 0.30 tract of land located in Lees Township, Columbus County, State of North Carolina, more particularly described as follows:

Lying and being in Lees Township, Columbus County, State of North Carolina, and more particularly described as follows:

The beginning corner being located as follows: For a tie line, beginning at a spike in the centerline of N.C. #130 where the centerline of S. R. #1006 intersects with it, running thence with the center line of N.C. #130 North 20 degrees 46 minutes East 297.07 feet to a spike, running thence and leaving said centerline North 61 degrees 41 minutes West 50.04 feet to a point in a ditch in the western margin of N.C. #130 being the southeastern most corner of Deed Book 360 Page 545 and being said beginning corner.

Running thence from beginning corner, with said ditch and the southern line of Deed Book 360 Page 545, N 61 degrees 41 minutes West 433 feet to a point in said line, running thence North 28 degrees 19 minutes East 30 feet to a point, running thence South 61 degrees 41 minutes East 426.99 feet to a point in the West margin of N.C. #130, running thence with said West margin of road South 16 degrees 59 minutes West 30.6 feet to the beginning corner. And being 0.30 acres more or less.

Being a portion of the land conveyed to Old Dock Community Center, Inc. from Ralph and Magaline Marlowe in Deed Book 360 Page 545.

Subject to an easement described in Deed Book 360 Page 545.

Being a portion of property number 62026 in the Columbus County Tax Office.

2. The consideration for the conveyance is the following set of conditions, covenants, and

restriction, which shall be incorporated in the deed given by the County to the Center:

- a. Center will continue to be used to fulfill a public purpose for the citizens of Columbus County.

- 3. The deed given by the County to the 0.30 tract of land shall convey a title in fee simple determinable. The fee simple interest of the Center in the property shall terminate if at any time during the next 25 years Center shall cease to use the property to fulfill a public purpose.

- 4. The Clerk to the Board of Commissioners shall publish a notice summarizing the contents of this resolution, and the property may be sold at any time after 10 days after publication of the notice.

APPROVED and ADOPTED this the 1st day of August, 2011

COLUMBUS COUNTY BOARD OF COMMISSIONERS
 /s/ **GILES E. BYRD, Chairman**

ATTESTED BY:
 /s/ **JUNE B. HALL, Clerk to Board**

Commissioner McDowell made a motion to approve and adopt the Resolution Approving Conveyance of Property Pursuant to North Carolina General Statute § G.S. 160A-279, second by Commissioner Bullard. The motion unanimously passed.

Agenda Item #19: FIRE and RESCUE - CERRO GORDO VOLUNTEER FIRE DEPARTMENT and RESCUE SQUAD:

Mike Stephens, County Attorney, requested Board approval of the following Amendment to Original Contract Dated July 01, 2009, Between Columbus County and Cerro Gordo Volunteer Fire Department and Rescue Squad.

STATE OF NORTH CAROLINA) **AMENDMENT TO ORIGINAL CONTRACT DATED**
) **JULY 1, 2009, BETWEEN COLUMBUS COUNTY AND**
 COUNTY OF COLUMBUS) **CERRO GORDO VOLUNTEER FIRE DEPARTMENT**
 AND RESCUE SQUAD

THIS AMENDMENT TO ORIGINAL CONTRACT DATED JULY 1, 2009, BETWEEN COLUMBUS COUNTY AND CERRO GORDO VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD, is entered into and effective as of the date of signature by the Chairman of the Columbus County Board of Commissioners, by and between COLUMBUS COUNTY, a body politic existing under the laws of the State of North Carolina (hereinafter referred to as “**COUNTY**”) and CERRO GORDO VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD, a non-profit corporation organized pursuant to the laws of the State of North Carolina (hereinafter referred to as “**CORPORATION**”).

W I T N E S S E T H :

That by vote of the Columbus County Board of Commissioners at the Commissioners’ Meeting on July 5, 2011, SPECIFIC EMERGENCY MEDICAL SERVICES PROVISIONS EXHIBIT, Section 2. Special Tax Assessment, Paragraph B, shall be amended to read as follows:

- B. At the COMMISSIONERS meetings of August 7, 2000 and October 6, 2000, a proposal for the special tax and/or fee was discussed and approved. The proposal appeared, as a referendum, on the November 2000 Ballot to be voted upon by the citizenry. The referendum passed. Pursuant to the foregoing information, non-intermediate Emergency Medical Service squads will have two (2) years from the effective date of this contract to achieve, at a minimum, intermediate status. If intermediate status is not achieved by this time, the special tax and/or fee will no longer be provided to that non-intermediate squad.

At the COMMISSIONERS meeting of July 5, 2011, a vote was taken and passed to permit the CORPORATION six (6) months from the effective date of this

amendment to achieve, at a minimum, intermediate status level of care. During this six (6) months period, the funds allocated by **COUNTY** to **CORPORATION** will be allocated on a pro-rated monthly basis until, at a minimum, intermediate status certification is acquired.

That all other terms and conditions of said Contract remain in full force and effect.

IN WITNESS WHEREOF, COUNTY has caused this Amendment to Original Contract dated July 1, 2009 Between Columbus County and Cerro Gordo Volunteer Fire Department and Rescue Squad to be executed, in duplicate originals, by the Chairman of the COMMISSIONERS and attested by the Clerk of the COMMISSIONERS, and by the Chairman of CORPORATION's Board of Directors, attested by its secretary and its corporate seal hereto affixed, all by order of the respective BOARDS duly given.

(SEAL)

COLUMBUS COUNTY
/s/ **GILES E. BYRD, Chairman**
COLUMBUS COUNTY BOARD OF COMMISSIONERS

ATTESTED:

/s/ **JUNE B. HALL**
Clerk to the Board

**CERRO GORDO VOLUNTEER FIRE DEPARTMENT
AND RESCUE SQUAD**

(SEAL)

By: _____
Printed Name: _____
Chairman, Cerro Gordo Volunteer Fire Department and
Rescue Squad Board of Directors

ATTESTED:

Secretary

Approved as to form:

/s/ **MIKE STEPHENS**
Columbus County Attorney

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

/s/ **BOBBIE FAIRCLOTH**
Columbus County Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

This 2nd day of August, 2011, personally came before me, Debra J. Epps, a Notary Public of Columbus County, June B. Hall, who being by me duly sworn, says that she knows the official seal of the Board of Commissioners of Columbus County, and is acquainted with Giles E. Byrd, who is Chairman of said Board of Commissioners of Columbus County, and that she, the said June B. Hall, is the Clerk to the said Board of Commissioners of Columbus County, and saw the Chairman sign the foregoing instrument, and saw the said official seal of said Board of Commissioners of Columbus County affixed to the said instrument in the presence of said Chairman of said Board of Commissioners of Columbus County, all by order of said Board.

WITNESS my hand and official seal or stamp, this the 2nd day of August, 2011.

/s/ **DEBRA J. EPPS**
NOTARY PUBLIC

My Commissioner Expires on the 5th day of October, 2014.

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

This ____ day of _____, 2011, personally came before me, _____, a Notary Public of _____ County, _____, who being by me duly sworn, says that (s)he is acquainted with _____, who is Chairman of said CERRO GORDO VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD Board of Directors, and (s)he is the Secretary of said CERRO GORDO VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD Board of Directors, and saw the Chairman sign the foregoing instrument by order of said Board.

WITNESS my hand and official seal or stamp, this ____ days of _____, 2011.

NOTARY PUBLIC

My Commissioner Expires on the ____ day of _____, _____.

Commissioner Norris made a motion to approve the Amendment to Original Contract Dated July 1, 2009, Between Columbus County and Cerro Gordo Volunteer Fire Department and Rescue Squad, second by Vice Chairman McKenzie.

A roll-call vote was taken with the following results:

- AYES:** Chairman Byrd, Vice Chairman McKenzie, Commissioners Norris, Russ, Bullard and McDowell; **and**
NAYS: Commissioner Prevatte.

The motion passes on a six (6) to one (1) vote.

Agenda Item #19: VOTING DELEGATE - NCACC CONFERENCE:

William S. Clark, County Manager, requested a voting delegate be chosen for the 104th NCACC Annual Conference to be held in Cabarrus County.

Commissioner Prevatte made a motion to appoint Vice Chairman Amon E. McKenzie as the voting delegate for the 104th NCACC Annual Conference, second by Vice Chairman McKenzie. The motion unanimously passed.

Agenda Item #20: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS to COMMITTEES/BOARDS/COUNCILS:

June B. Hall, Clerk to the Board requested the appointment/re-appointment and/or replacement of the following members

| COMMITTEE | DISTRICT/ EB | PERSON(S) | EXPIR. DATE | BOARD ACTION |
|--------------------------------------|-----------------|---------------------------|----------------|-----------------|
| Department of Aging Advisory Council | I | Glendale Young | 06-30-2014 | APPOINT |
| Housing Advisory Committee | VII | Lewis L. Cokley (Dec.) | 06-30-2011 | HOLD |

RECESS REGULAR SESSION and enter into COMBINATION MEETING of COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING:

At 7:27 P.M., Vice Chairman McKenzie made a motion to recess Regular Session and enter into a **combination meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, second by Commissioner Russ. The motion unanimously passed.

Agenda Item #21: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:

July 18, 2011 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (5 sets).

This information will be recorded in Minute Book Number 1 for each Water District respectively.

Agenda Item #22: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of SERVICE AGREEMENT WITH MCQUEEN’S NURSERY:

Bobbie Faircloth, Finance Director, requested Board approval of the following Service Agreement with McQueen’s Nursery & Landscaping, Incorporated for Columbus County Water and Sewer Districts I, II, III, IV and V.

This information will be recorded in Minute Book Number 1 for each Water District respectively.

ADJOURN COMBINATION MEETING of COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III IV and V BOARD MEETING and resume REGULAR SESSION:

At 7:31 P.M., Vice Chairman McKenzie made a motion adjourn the **combination meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, second by Commissioner Norris. The motion unanimously passed.

Agenda Item #23: CONSENT AGENDA ITEMS:

Commissioner Norris made a motion to approve the following Budget Amendment and Tax Refunds and Releases, second by Commissioner Russ. The motion unanimously passed.

A. Budget Amendment:

| TYPE | ACCOUNT | DETAILS | AMOUNT |
|---------------------|----------------|---------------------------|--------|
| Expenditures | 14-4311-512200 | Salaries & Wages Overtime | 5,000 |
| | 14-4311-518100 | FICA | 383 |
| | 14-4311-518200 | Retirement Contribution | 671 |
| | 14-4311-518400 | 401K Contributions | 250 |
| | 14-4311-519001 | Contracted Services | 16,800 |
| | 14-4311-526001 | Departmental Supplies | 50,396 |
| | 14-4311-529904 | Electronic Surveillance | 5,000 |
| | 14-4311-531100 | Travel | 1,500 |
| | 14-4311-550000 | Capital Outlay | 10,000 |
| Revenue | 14-3431-440003 | US Marshal - DEA | 90,000 |

B. Tax Refunds and Releases:

**TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office):
August 01, 2011**

Refunds Name: Sholes, Maurice Amount: \$0.00
 Value: \$0.00 Year 011 Account # 0003723 Bill # 000000 Total \$111.50
 Refund user fee. New can paid for by Walker Mobile Home on 6/7/2011
 140 Canyon Drive Clarendon NC 28432

Refunds Name: Phillips, Louise Amount: \$33.44
 Value: \$0.00 Year 6-09 Account # 11-03906 Bill # 999999 Total \$36.80
 Refund a portion of property value. Double listed to 11-00939 C. Martin Scott. Refund (3.36) St James Fire
 P.O. Box 392 Lake Waccamaw NC 28450

TAX RELEASES (as submitted to the Governing Body Office from the Tax Office):

August 01, 2011

Release the Property Value in the name of Soles, Estelle (Heirs) ETAL Amount: \$117.36
 Value: \$7,200.00 Year: 09-10 Account # 03-01124 Bill # 9999 Total \$131.76
 Release portion of value on land. Should be woods. Release Old Dock(11.52), release Columbus Rescue(2.88)

Release the Refunds in the name of Phillips, Louise Amount: \$33.44
 Value: \$0.00 Year: 06-09 Account # 11-03906 Bill # 99999 Total \$36.80
 Refund a portion of property value. Double listed to 11-00939 C. Martin Scott. Refund (3.36) St James Fire

Release the Refunds in the name of Sholes, Maurice Amount: \$0.00
 Value: \$0.00 Year: 2011 Account # 0003723 Bill # 00000 Total \$111.50
 Refund user fee. New can paid for by Walker Mobile Home on 6/7/2011

Release the User Fee in the name of Campbell, Williemenia & Emeka Amount: \$0.00
 Value: \$0.00 Year: 09-10 Account # 13-02035 Bill # 9999 Total \$251.00
 Release user fee. Building is vacant without power.

Release the User Fee in the name of Gordon, Earl Ray Amount: \$0.00
 Value: \$0.00 Year: 2010 Account # 13-15480 Bill # 0381 Total \$430.00
 Release user fee. Dwellings are vacant.

Release the User Fee in the name of Marlowe, Watson Dean Amount: \$0.00
 Value: \$0.00 Year: 2010 Account # 7-11940 Bill # 0863 Total \$215.00
 Release user fee. Store is vacant. Can picked up.

Release the User Fee in the name of Prince, Mion Keith Amount: \$0.00
 Value: \$0.00 Year: 2010 Account # 6-30281 Bill # 8240 Total \$215.00
 Release user fee. Dwelling is unliveable.

Agenda Item #24: COMMENTS:

Chairman Byrd opened the floor for comments. The following spoke.

A. Department Heads:

1. **Robert Lewis, Planning Director:** I would like to remind everyone of the Land Use Plan Meeting, on Thursday night, at 7:00 P.M., at Old Dock Community Center.
2. **Dalton Dockery, Cooperative Extension Director:** I would like to take this opportunity to invite each of you that will, to attend the North Carolina Association of County Commissioners Annual Conference in Cabarrus County to the Horn of Plenty. Some of our local staff will be there at the dinner.
3. **Gary Lanier, Economic Development Director:** I am working with a company that will fall just under the required amount for an Economic Development Incentive Grant. The gentleman did state that it would be helpful if the Board of Commissioners would send a letter to the bank encouraging and welcoming the company to Columbus County in the loan process.

MOTION:

Commissioner Prevatte made a motion to submit a letter of encouragement and support to the referenced company, and to any company that is looking at Columbus County for their business, second by Commissioner McDowell. The motion unanimously passed.

B. Board of Commissioners:

1. **Commissioner McDowell:** stated the following:
 - A. I appreciate the attendance we have here tonight;
 - B. We are having a problem with people dumping roofing shingles and lumber products in two (2) different areas especially on Chair Factory Road;
 - C. What can we do?

Kip McClary, Solid Waste Director, replied stating, typically along the highways,

we forward this information to the North Carolina Department of Transportation and they assist us. On private property, we investigate.

2. **Commissioner Bullard:** stated the following:
 - A. I will not support cutting the Senior Centers back to four (4) hours a day;
 - B. The shortfall should be dealt with within the department where the problem started; **and**
 - C. When complaints relative to animal mistreatment are relayed to Administration, the name of the person delivering the information should be kept confidential to avoid any unnecessary hard feelings or misunderstandings.

3. **Commissioner Russ:** stated the following:
 - A. I would like for this Board to place the twenty-five thousand and 00/100 (\$25,000.00) dollars back in the budget that was discussed during the budget workshops; **and**

MOTION:

Commissioner Russ made a motion to add twenty-five thousand and 00/100 (\$25,000.00) dollars to the Parks and Recreation Budget to help subsidize grants, as was discussed in the Budget Workshops, second by Commissioner McDowell.

After a discussion, a roll-call vote was taken with the following results:

AYES: Vice Chairman McKenzie, Commissioners Norris Russ and McDowell; **and**
NAYS: Chairman Byrd, Commissioners Prevatte and Bullard.

The motion passes on a four (4) to three (3) vote.

- B. On the eastern end of the County, we acquired approximately twenty-three (23) acres of land resulting from Hurricane Floyd. This is FEMA property which has rigid restrictions on it. I would like to know if longleaf pines can be set on this property.

4. **Commissioner Prevatte:** stated the following:
 - A. I would like to say that I appreciate all the hard work that our department heads and employees do; **and**
 - B. The letter sent to the North Carolina Department of Transportation relative to the humps on Highways 74 and 76 is wrong. I would like a revised letter sent to clarify the road numbers.

5. **Vice Chairman McKenzie:** stated the following:
 1. Chaplain (Lieutenant Colonel) Timothy A. Lance is a retired veteran from the United States Army and has decided to make Columbus County his home;
 2. I would like for this Board to present a Resolution of Appreciation to him at a celebration to be held on August 13, 2011, at 6:00 P.M., at the Brunswick Waccamaw Association Building;
 3. I would like for all the County Commissioners to attend this event; **and**
 4. We should all honor our veterans because if it was not for them, we would not be here doing what we are doing.

Glendale Young: stated the following:

-I apologize for not coming in last month to extend our thanks;

-Jason Schoolcraft is our State Commander and he was suppose to come here and extend our thanks; **and**

-I am the Commander of Post 873, Veterans of Foreign Wars, I would like to thank the Board for what you have given to us, we appreciate it, and anytime we can be of any service to you, we will be here for you.

Agenda Item #25: ADJOURNMENT:

At 7:57 P.M., Commissioner Prevatte made a motion to adjourn, second by Commissioner Norris. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

GILES E. BYRD, Chairman

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

Monday, August 01, 2011

7:27 P.M.

The Honorable Columbus County Commissioners met on the above stated date and at the above stated time in the Dempsey B. Herring Courthouse Annex Building, located at 112 West Smith Street, Whiteville, North Carolina, to act as the Columbus County Water and Sewer District I Board.

COMMISSIONERS PRESENT:

Giles E. Byrd, **Chairman**
Amon E. McKenzie, **Vice Chairman**
James Prevatte
P. Edwin Russ
Lynwood Norris
Ricky Bullard
Charles T. McDowell

APPOINTEES PRESENT:

William S. Clark, **County Manager**
Mike Stephens, **County Attorney**
June B. Hall, **Clerk to Board**
Bobbie Faircloth, **Finance Officer**

MEETING CALLED TO ORDER:

At 7:27 P.M., Chairman Byrd called the **combination meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting to order.

Agenda Item #21: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:

July 18, 2011 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting

Commissioner Norris made a motion to approve the July 18, 2011 Columbus County Water and Sewer District I Board Meeting Minutes, as recorded, second by Commissioner Prevatte. The motion unanimously passed.

Agenda Item #22: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of SERVICE AGREEMENT WITH MCQUEEN'S NURSERY:

Bobbie Faircloth, Finance Director, requested Board approval of the following Service Agreement with McQueen's Nursery & Landscaping, Incorporated for Columbus County Water and Sewer Districts I, II, III, IV and V.

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this August 01, 2011, by and between the Columbus County Water and Sewer Districts I, II, III, IV and V, (hereinafter referred to as "Districts"), and **McQueen's Nursery & Landscaping, INC** (hereinafter referred to as

“Contractor”).

WHEREAS, McQueen’s Nursery & Landscaping, INC acting as an independent contractor, is an experienced mowing and lawn care service company and shall provide said services in a professional manner in accordance with the standards of all applicable professional organizations for the service company.

WHEREAS, the Districts wishes to enter into a contractual agreement with **McQueen’s Nursery & Landscaping, INC** to provide mowing services upon the described properties in Exhibit "B" for the Districts as described as Exhibit "A" on the attached sheet, following the technical specifications as described in the request for proposal.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement:** The terms of this Agreement shall begin July 1, 2011 and end on June 30, 2012 with the option to extend the agreement annually thereafter, if agreeable upon both parties under the same terms and conditions.
2. **Compensation:** As compensation for the services outlined within this Agreement, the Districts shall pay the Contractor Seven Hundred Eight-One Dollars and sixty Seven Cents (\$781.67) on a monthly basis for services rendered over an eight month period payable within thirty (30) days from receipt of invoice.
3. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|-----------------------|--------------------------------|
| Worker’s Compensation | (If required) Statutory Limits |
| General Liability | \$1,000,000 per occurrence |

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina. The Contractor shall furnish Certificates of Insurance to the Districts, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Contractor from its liability and obligations under this Contract.

4. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by Districts shall be regarded as confidential, shall remain the sole property of Districts and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than District or County's designated legal counsel, accountants or practice management consultants any information about District.
5. **Status of Parties:** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and District. 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 Districts.

6. **Assignment and Subcontracting:** Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the District.

7. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

8. **Notices:** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Columbus County Water and Sewer Districts
Attn: KIP McClary
312 N. Madison Street
Whiteville, NC 28472

Contractor: **McQueen's Nursery & Landscaping**
Attn: Robert McQueen
1480 Prison Camp Road
Whiteville, NC 28472

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

9. **Governing Law:** This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Columbus County, North Carolina.

10. **Modifications:** This contract may be amended or modified by mutual written consent of the parties. A modification is not enforceable against the Districts unless it is signed by the Contracting Officer, County Manager, or other duly authorized official.

11. **Entire Agreement:** This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

12. **Waiver:** A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

13. **Termination:** This Agreement may be terminated as follows:

Termination by Agreement. This Agreement may be terminated in writing upon the mutual consent of the parties.

Termination by Cancellation. This Agreement may be canceled without cause by either party upon thirty (30) days prior written notice.

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14. **Annual Appropriations and Funding.** This Agreement may be subject to the annual appropriation of funds by the Columbus County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the Districts shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

15. **Hold Harmless:** Contractor agrees to indemnify and hold harmless the Districts, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation of the aforesaid program.

16. **County Policy:** The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

Attest:
/s/ June Hall, Clerk to the Board

Columbus County Water and Sewer Districts:
/s/ Giles E. Byrd, Chairman

SEAL

Attest:

Contractor: McQueen's Nursery & Landscaping, INC

Robert McQueen
McQueen's Nursery & Landscaping, INC
1480 Prison Camp Road
Whiteville, NC 28472
Phone: 910-642-1898

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

Bobbie Faircloth, Finance Officer

Exhibit A Scope of Services

Roadside right-of- ways:

The Contractor will be required to mow all roadside right-of-ways, to include both sides of the ditch, dividers, and median areas.

Ditches: The Contractor, at its option, may use a chemical spray in the center area of ditches, provided that the Contractor has the proper license(s) required by the State of North Carolina.

Litter and Debris:

It is the Contractor's responsibility to maintain the areas in a neat and attractive condition. Litter and debris, to include broken and dead tree limbs must be collected and removed prior to mowing. The Contractor shall be responsible for disposal of collected litter and debris. When finished mowing, edging and trimming, the Contractor will sweep or blow away any remaining dirt and grass clippings from curbs, sidewalks, or streets adjoining the areas.

Schedule and Hours of Work:

Services shall be performed every two weeks preferably on the same day every other week. The Contractor may perform the work, Monday through Saturday between the hours of 7:00AM and 7:00 PM.

Equipment:

The Contractor is responsible for providing, maintaining, and transporting all necessary equipment, tools, supplies, and fuel in connection with the services under this Request for Proposal. In no way, will the Districts be responsible for damage to contractors' tools or equipment.

Heavy equipment such as riding mowers are not to be used when the soil is wet. The Contractor shall be responsible for repairing any ruts that are created by equipment that is inappropriately used for the soil conditions.

Safety:

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall take all safety precautions necessary. Safety glasses and ear protection shall be worn by Contractor while providing the services for the Districts.

Reporting of Damage:

Any damage done by the Contractor or noticed by the Contractor must be reported to the District(s) as soon as possible.

EXHIBIT "B"**WELL SITES**

1. Tank & Well Site WD II @ Industrial Park
2. Well Site WD II @ 2889 Haynes Lennon Road
3. Well Site WD III @ 617 Page Road
4. Well Site WD III @ 8872 Silverspoon Road
5. Tank Site WD III @ 3185 Bill Hooks Road
6. Well Sites WD IV @ Lakeland Village (2 Wells)
7. Well Site WD IV @ Deerfield Estates – Sam Potts Highway
8. Tank Site WD I – 701 Highway
9. Pump Station WD I – 701 Highway

472

10. Tank Site WD V- 904 East
11. Booster Pump WD V- 904 East
12. Tank Site WD IV @ Delco School Road
13. Well Site #1 WD IV @ Old Lake Road Delco
14. Well Site #2 WD IV @ Sandman Lane Delco

Commissioner Prevatte made a motion to approve the Service Agreement with McQueen's Nursery & Landscaping, INC, in the amount of six thousand, two hundred fifty-three and 36/100 (\$6,253.36) dollars, second by Commissioner Norris. The motion unanimously passed.

ADJOURNMENT:

At 7:31 P.M., Vice Chairman McKenzie made a motion to adjourn, second by Commissioner Norris. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

GILES E. BYRD, Chairman

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

Monday, August 01, 2011

7:27 P.M.

The Honorable Columbus County Commissioners met on the above stated date and at the above stated time in the Dempsey B. Herring Courthouse Annex Building, located at 112 West Smith Street, Whiteville, North Carolina, to act as the Columbus County Water and Sewer District II Board.

COMMISSIONERS PRESENT:

Giles E. Byrd, **Chairman**
Amon E. McKenzie, **Vice Chairman**
James Prevatte
P. Edwin Russ
Lynwood Norris
Ricky Bullard
Charles T. McDowell

APPOINTEES PRESENT:

William S. Clark, **County Manager**
Mike Stephens, **County Attorney**
June B. Hall, **Clerk to Board**
Bobbie Faircloth, **Finance Officer**

MEETING CALLED TO ORDER:

At 7:27 P.M., Chairman Byrd called the **combination meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting to order.

Agenda Item #21: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:

July 18, 2011 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting

Commissioner Norris made a motion to approve the July 18, 2011 Columbus County Water and Sewer District II Board Meeting Minutes, as recorded, second by Commissioner Prevatte. The motion unanimously passed.

Agenda Item #22: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of SERVICE AGREEMENT WITH MCQUEEN'S NURSERY:

Bobbie Faircloth, Finance Director, requested Board approval of the following Service Agreement with McQueen's Nursery & Landscaping, Incorporated for Columbus County Water and Sewer Districts I, II, III, IV and V.

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this August 01, 2011, by and between the Columbus County Water and Sewer Districts I, II, III, IV and V, (hereinafter referred to as "Districts"), and **McQueen's Nursery & Landscaping, INC** (hereinafter referred to as

“Contractor”).

WHEREAS, McQueen’s Nursery & Landscaping, INC acting as an independent contractor, is an experienced mowing and lawn care service company and shall provide said services in a professional manner in accordance with the standards of all applicable professional organizations for the service company.

WHEREAS, the Districts wishes to enter into a contractual agreement with **McQueen’s Nursery & Landscaping, INC** to provide mowing services upon the described properties in Exhibit "B" for the Districts as described as Exhibit "A" on the attached sheet, following the technical specifications as described in the request for proposal.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement:** The terms of this Agreement shall begin July 1, 2011 and end on June 30, 2012 with the option to extend the agreement annually thereafter, if agreeable upon both parties under the same terms and conditions.
2. **Compensation:** As compensation for the services outlined within this Agreement, the Districts shall pay the Contractor Seven Hundred Eight-One Dollars and sixty Seven Cents (\$781.67) on a monthly basis for services rendered over an eight month period payable within thirty (30) days from receipt of invoice.
3. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|-----------------------|--------------------------------|
| Worker’s Compensation | (If required) Statutory Limits |
| General Liability | \$1,000,000 per occurrence |

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina. The Contractor shall furnish Certificates of Insurance to the Districts, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Contractor from its liability and obligations under this Contract.

4. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by Districts shall be regarded as confidential, shall remain the sole property of Districts and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than District or County's designated legal counsel, accountants or practice management consultants any information about District.
5. **Status of Parties:** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and District. 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 Districts.

6. **Assignment and Subcontracting:** Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the District.

7. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

8. **Notices:** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Columbus County Water and Sewer Districts
Attn: KIP McClary
312 N. Madison Street
Whiteville, NC 28472

Contractor: **McQueen's Nursery & Landscaping**
Attn: Robert McQueen
1480 Prison Camp Road
Whiteville, NC 28472

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

9. **Governing Law:** This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Columbus County, North Carolina.

10. **Modifications:** This contract may be amended or modified by mutual written consent of the parties. A modification is not enforceable against the Districts unless it is signed by the Contracting Officer, County Manager, or other duly authorized official.

11. **Entire Agreement:** This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

12. **Waiver:** A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

13. **Termination:** This Agreement may be terminated as follows:

Termination by Agreement. This Agreement may be terminated in writing upon the mutual consent of the parties.

Termination by Cancellation. This Agreement may be canceled without cause by either party upon thirty (30) days prior written notice.

14. **Annual Appropriations and Funding.** This Agreement may be subject to the annual appropriation of funds by the Columbus County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the Districts shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

15. **Hold Harmless:** Contractor agrees to indemnify and hold harmless the Districts, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation of the aforesaid program.

16. **County Policy:** The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

Attest:
/s/ June Hall, Clerk to the Board

Columbus County Water and Sewer Districts:
/s/ Giles E. Byrd, Chairman

SEAL

Attest:

Contractor: McQueen’s Nursery & Landscaping, INC

Robert McQueen
McQueen’s Nursery & Landscaping, INC
1480 Prison Camp Road
Whiteville, NC 28472
Phone: 910-642-1898

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

Bobbie Faircloth, Finance Officer

Exhibit A
Scope of Services

Roadside right-of- ways:

The Contractor will be required to mow all roadside right-of-ways, to include both sides of the ditch, dividers, and median areas.

Ditches: The Contractor, at its option, may use a chemical spray in the center area of ditches, provided that the Contractor has the proper license(s) required by the State of North Carolina.

Litter and Debris:

It is the Contractor's responsibility to maintain the areas in a neat and attractive condition. Litter and debris, to include broken and dead tree limbs must be collected and removed prior to mowing. The Contractor shall be responsible for disposal of collected litter and debris. When finished mowing, edging and trimming, the Contractor will sweep or blow away any remaining dirt and grass clippings from curbs, sidewalks, or streets adjoining the areas.

Schedule and Hours of Work:

Services shall be performed every two weeks preferably on the same day every other week. The Contractor may perform the work, Monday through Saturday between the hours of 7:00AM and 7:00 PM.

Equipment:

The Contractor is responsible for providing, maintaining, and transporting all necessary equipment, tools, supplies, and fuel in connection with the services under this Request for Proposal. In no way, will the Districts be responsible for damage to contractors' tools or equipment.

Heavy equipment such as riding mowers are not to be used when the soil is wet. The Contractor shall be responsible for repairing any ruts that are created by equipment that is inappropriately used for the soil conditions.

Safety:

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall take all safety precautions necessary. Safety glasses and ear protection shall be worn by Contractor while providing the services for the Districts.

Reporting of Damage:

Any damage done by the Contractor or noticed by the Contractor must be reported to the District(s) as soon as possible.

EXHIBIT "B"**WELL SITES**

1. Tank & Well Site WD II @ Industrial Park
2. Well Site WD II @ 2889 Haynes Lennon Road
3. Well Site WD III @ 617 Page Road
4. Well Site WD III @ 8872 Silverspoon Road
5. Tank Site WD III @ 3185 Bill Hooks Road
6. Well Sites WD IV @ Lakeland Village (2 Wells)
7. Well Site WD IV @ Deerfield Estates – Sam Potts Highway
8. Tank Site WD I – 701 Highway
9. Pump Station WD I – 701 Highway

468

10. Tank Site WD V- 904 East
11. Booster Pump WD V- 904 East
12. Tank Site WD IV @ Delco School Road
13. Well Site #1 WD IV @ Old Lake Road Delco
14. Well Site #2 WD IV @ Sandman Lane Delco

Commissioner Prevatte made a motion to approve the Service Agreement with McQueen's Nursery & Landscaping, INC, in the amount of six thousand, two hundred fifty-three and 36/100 (\$6,253.36) dollars, for Columbus County Water and Sewer Districts I, II, III, IV and V, second by Commissioner Norris. The motion unanimously passed.

ADJOURNMENT:

At 7:31 P.M., Vice Chairman McKenzie made a motion to adjourn, second by Commissioner Norris. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

GILES E. BYRD, Chairman

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

Monday, August 01, 2011

7:27 P.M.

The Honorable Columbus County Commissioners met on the above stated date and at the above stated time in the Dempsey B. Herring Courthouse Annex Building, located at 112 West Smith Street, Whiteville, North Carolina, to act as the Columbus County Water and Sewer District III Board.

COMMISSIONERS PRESENT:

Giles E. Byrd, **Chairman**
Amon E. McKenzie, **Vice Chairman**
James Prevatte
P. Edwin Russ
Lynwood Norris
Ricky Bullard
Charles T. McDowell

APPOINTEES PRESENT:

William S. Clark, **County Manager**
Mike Stephens, **County Attorney**
June B. Hall, **Clerk to Board**
Bobbie Faircloth, **Finance Officer**

MEETING CALLED TO ORDER:

At 7:27 P.M., Chairman Byrd called the **combination meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting to order.

Agenda Item #21: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:

July 18, 2011 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting

Commissioner Norris made a motion to approve the July 18, 2011 Columbus County Water and Sewer District III Board Meeting Minutes, as recorded, second by Commissioner Prevatte. The motion unanimously passed.

Agenda Item #22: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of SERVICE AGREEMENT WITH MCQUEEN'S NURSERY:

Bobbie Faircloth, Finance Director, requested Board approval of the following Service Agreement with McQueen's Nursery & Landscaping, Incorporated for Columbus County Water and Sewer Districts I, II, III, IV and V.

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this August 01, 2011, by and between the Columbus County Water and Sewer Districts I, II, III, IV and V, (hereinafter referred to as

“Districts”), and **McQueen’s Nursery & Landscaping, INC** (hereinafter referred to as “Contractor”).

WHEREAS, McQueen’s Nursery & Landscaping, INC acting as an independent contractor, is an experienced mowing and lawn care service company and shall provide said services in a professional manner in accordance with the standards of all applicable professional organizations for the service company.

WHEREAS, the Districts wishes to enter into a contractual agreement with **McQueen’s Nursery & Landscaping, INC** to provide mowing services upon the described properties in Exhibit "B" for the Districts as described as Exhibit "A" on the attached sheet, following the technical specifications as described in the request for proposal.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement:** The terms of this Agreement shall begin July 1, 2011 and end on June 30, 2012 with the option to extend the agreement annually thereafter, if agreeable upon both parties under the same terms and conditions.
2. **Compensation:** As compensation for the services outlined within this Agreement, the Districts shall pay the Contractor Seven Hundred Eight-One Dollars and sixty Seven Cents (\$781.67) on a monthly basis for services rendered over an eight month period payable within thirty (30) days from receipt of invoice.
3. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|-----------------------|--------------------------------|
| Worker’s Compensation | (If required) Statutory Limits |
| General Liability | \$1,000,000 per occurrence |

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina. The Contractor shall furnish Certificates of Insurance to the Districts, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Contractor from its liability and obligations under this Contract.

4. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by Districts shall be regarded as confidential, shall remain the sole property of Districts and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than District or County's designated legal counsel, accountants or practice management consultants any information about District.

5. **Status of Parties:** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and District. 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 Districts.

6. **Assignment and Subcontracting:** Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the District.

7. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

8. **Notices:** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Columbus County Water and Sewer Districts
Attn: KIP McClary
312 N. Madison Street
Whiteville, NC 28472

Contractor: **McQueen's Nursery & Landscaping**
Attn: Robert McQueen
1480 Prison Camp Road
Whiteville, NC 28472

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

9. **Governing Law:** This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Columbus County, North Carolina.

10. **Modifications:** This contract may be amended or modified by mutual written consent of the parties. A modification is not enforceable against the Districts unless it is signed by the Contracting Officer, County Manager, or other duly authorized official.

11. **Entire Agreement:** This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

12. **Waiver:** A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

13. **Termination:** This Agreement may be terminated as follows:

Termination by Agreement. This Agreement may be terminated in writing upon the mutual consent of the parties.

Termination by Cancellation. This Agreement may be canceled without cause by either party upon thirty (30) days prior written notice.

14. **Annual Appropriations and Funding.** This Agreement may be subject to the annual appropriation of funds by the Columbus County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the Districts shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

15. **Hold Harmless:** Contractor agrees to indemnify and hold harmless the Districts, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation of the aforesaid program.

16. **County Policy:** The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

Attest:
/s/ June Hall, Clerk to the Board

Columbus County Water and Sewer Districts:
/s/ Giles E. Byrd, Chairman

SEAL

Attest:

Contractor: McQueen’s Nursery & Landscaping, INC

Robert McQueen
McQueen’s Nursery & Landscaping, INC
1480 Prison Camp Road
Whiteville, NC 28472
Phone: 910-642-1898

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

Bobbie Faircloth, Finance Officer

Exhibit A
Scope of Services

Roadside right-of- ways:

The Contractor will be required to mow all roadside right-of-ways, to include both sides of the ditch, dividers, and median areas.

Ditches: The Contractor, at its option, may use a chemical spray in the center area of ditches, provided that the Contractor has the proper license(s) required by the State of North Carolina.

Litter and Debris:

It is the Contractor's responsibility to maintain the areas in a neat and attractive condition. Litter and debris, to include broken and dead tree limbs must be collected and removed prior to mowing. The Contractor shall be responsible for disposal of collected litter and debris. When finished mowing, edging and trimming, the Contractor will sweep or blow away any remaining dirt and grass clippings from curbs, sidewalks, or streets adjoining the areas.

Schedule and Hours of Work:

Services shall be performed every two weeks preferably on the same day every other week. The Contractor may perform the work, Monday through Saturday between the hours of 7:00AM and 7:00 PM.

Equipment:

The Contractor is responsible for providing, maintaining, and transporting all necessary equipment, tools, supplies, and fuel in connection with the services under this Request for Proposal. In no way, will the Districts be responsible for damage to contractors' tools or equipment.

Heavy equipment such as riding mowers are not to be used when the soil is wet. The Contractor shall be responsible for repairing any ruts that are created by equipment that is inappropriately used for the soil conditions.

Safety:

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall take all safety precautions necessary. Safety glasses and ear protection shall be worn by Contractor while providing the services for the Districts.

Reporting of Damage:

Any damage done by the Contractor or noticed by the Contractor must be reported to the District(s) as soon as possible.

EXHIBIT "B"**WELL SITES**

1. Tank & Well Site WD II @ Industrial Park
2. Well Site WD II @ 2889 Haynes Lennon Road
3. Well Site WD III @ 617 Page Road
4. Well Site WD III @ 8872 Silverspoon Road
5. Tank Site WD III @ 3185 Bill Hooks Road
6. Well Sites WD IV @ Lakeland Village (2 Wells)
7. Well Site WD IV @ Deerfield Estates – Sam Potts Highway
8. Tank Site WD I – 701 Highway
9. Pump Station WD I – 701 Highway

380

10. Tank Site WD V- 904 East
11. Booster Pump WD V- 904 East
12. Tank Site WD IV @ Delco School Road
13. Well Site #1 WD IV @ Old Lake Road Delco
14. Well Site #2 WD IV @ Sandman Lane Delco

Commissioner Prevatte made a motion to approve the Service Agreement with McQueen's Nursery & Landscaping, INC, in the amount of six thousand, two hundred fifty-three and 36/100 (\$6,253.36) dollars, for Columbus County Water and Sewer Districts I, II, III, IV and V, second by Commissioner Norris. The motion unanimously passed.

ADJOURNMENT:

At 7:31 P.M., Vice Chairman McKenzie made a motion to adjourn, second by Commissioner Norris. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

GILES E. BYRD, Chairman

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

Monday, August 01, 2011

7:27 P.M.

The Honorable Columbus County Commissioners met on the above stated date and at the above stated time in the Dempsey B. Herring Courthouse Annex Building, located at 112 West Smith Street, Whiteville, North Carolina, to act as the Columbus County Water and Sewer District IV Board.

COMMISSIONERS PRESENT:

Giles E. Byrd, **Chairman**
Amon E. McKenzie, **Vice Chairman**
James Prevatte
P. Edwin Russ
Lynwood Norris
Ricky Bullard
Charles T. McDowell

APPOINTEES PRESENT:

William S. Clark, **County Manager**
Mike Stephens, **County Attorney**
June B. Hall, **Clerk to Board**
Bobbie Faircloth, **Finance Officer**

MEETING CALLED TO ORDER:

At 7:27 P.M., Chairman Byrd called the **combination meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting to order.

Agenda Item #21: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:

July 18, 2011 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting

Commissioner Norris made a motion to approve the July 18, 2011 Columbus County Water and Sewer District IV Board Meeting Minutes, as recorded, second by Commissioner Prevatte. The motion unanimously passed.

Agenda Item #22: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of SERVICE AGREEMENT WITH MCQUEEN'S NURSERY:

Bobbie Faircloth, Finance Director, requested Board approval of the following Service Agreement with McQueen's Nursery & Landscaping, Incorporated for Columbus County Water and Sewer Districts I, II, III, IV and V.

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this August 01, 2011, by and between the Columbus County Water and Sewer Districts I, II, III, IV and V, (hereinafter referred to as

“Districts”), and **McQueen’s Nursery & Landscaping, INC** (hereinafter referred to as “Contractor”).

WHEREAS, McQueen’s Nursery & Landscaping, INC acting as an independent contractor, is an experienced mowing and lawn care service company and shall provide said services in a professional manner in accordance with the standards of all applicable professional organizations for the service company.

WHEREAS, the Districts wishes to enter into a contractual agreement with **McQueen’s Nursery & Landscaping, INC** to provide mowing services upon the described properties in Exhibit "B" for the Districts as described as Exhibit "A" on the attached sheet, following the technical specifications as described in the request for proposal.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement:** The terms of this Agreement shall begin July 1, 2011 and end on June 30, 2012 with the option to extend the agreement annually thereafter, if agreeable upon both parties under the same terms and conditions.
2. **Compensation:** As compensation for the services outlined within this Agreement, the Districts shall pay the Contractor Seven Hundred Eight-One Dollars and sixty Seven Cents (\$781.67) on a monthly basis for services rendered over an eight month period payable within thirty (30) days from receipt of invoice.
3. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|-----------------------|--------------------------------|
| Worker’s Compensation | (If required) Statutory Limits |
| General Liability | \$1,000,000 per occurrence |

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina. The Contractor shall furnish Certificates of Insurance to the Districts, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Contractor from its liability and obligations under this Contract.

4. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by Districts shall be regarded as confidential, shall remain the sole property of Districts and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than District or County's designated legal counsel, accountants or practice management consultants any information about District.

5. **Status of Parties:** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and District. 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 Districts.

6. **Assignment and Subcontracting:** Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the District.

7. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

8. **Notices:** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Columbus County Water and Sewer Districts
Attn: KIP McClary
312 N. Madison Street
Whiteville, NC 28472

Contractor: **McQueen's Nursery & Landscaping**
Attn: Robert McQueen
1480 Prison Camp Road
Whiteville, NC 28472

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

9. **Governing Law:** This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Columbus County, North Carolina.

10. **Modifications:** This contract may be amended or modified by mutual written consent of the parties. A modification is not enforceable against the Districts unless it is signed by the Contracting Officer, County Manager, or other duly authorized official.

11. **Entire Agreement:** This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

12. **Waiver:** A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

13. **Termination:** This Agreement may be terminated as follows:

Termination by Agreement. This Agreement may be terminated in writing upon the mutual consent of the parties.

Termination by Cancellation. This Agreement may be canceled without cause by either party upon thirty (30) days prior written notice.

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15. **Hold Harmless:** Contractor agrees to indemnify and hold harmless the Districts, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation of the aforesaid program.

16. **County Policy:** The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

Attest:
/s/ June Hall, Clerk to the Board

Columbus County Water and Sewer Districts:
/s/ Giles E. Byrd, Chairman

SEAL

Attest:

Contractor: McQueen’s Nursery & Landscaping, INC

Robert McQueen
McQueen’s Nursery & Landscaping, INC
1480 Prison Camp Road
Whiteville, NC 28472
Phone: 910-642-1898

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

Bobbie Faircloth, Finance Officer

Exhibit A
Scope of Services

Roadside right-of- ways:

The Contractor will be required to mow all roadside right-of-ways, to include both sides of the ditch, dividers, and median areas.

Ditches: The Contractor, at its option, may use a chemical spray in the center area of ditches, provided that the Contractor has the proper license(s) required by the State of North Carolina.

Litter and Debris:

It is the Contractor's responsibility to maintain the areas in a neat and attractive condition. Litter and debris, to include broken and dead tree limbs must be collected and removed prior to mowing. The Contractor shall be responsible for disposal of collected litter and debris. When finished mowing, edging and trimming, the Contractor will sweep or blow away any remaining dirt and grass clippings from curbs, sidewalks, or streets adjoining the areas.

Schedule and Hours of Work:

Services shall be performed every two weeks preferably on the same day every other week. The Contractor may perform the work, Monday through Saturday between the hours of 7:00AM and 7:00 PM.

Equipment:

The Contractor is responsible for providing, maintaining, and transporting all necessary equipment, tools, supplies, and fuel in connection with the services under this Request for Proposal. In no way, will the Districts be responsible for damage to contractors' tools or equipment.

Heavy equipment such as riding mowers are not to be used when the soil is wet. The Contractor shall be responsible for repairing any ruts that are created by equipment that is inappropriately used for the soil conditions.

Safety:

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall take all safety precautions necessary. Safety glasses and ear protection shall be worn by Contractor while providing the services for the Districts.

Reporting of Damage:

Any damage done by the Contractor or noticed by the Contractor must be reported to the District(s) as soon as possible.

EXHIBIT "B"**WELL SITES**

1. Tank & Well Site WD II @ Industrial Park
2. Well Site WD II @ 2889 Haynes Lennon Road
3. Well Site WD III @ 617 Page Road
4. Well Site WD III @ 8872 Silverspoon Road
5. Tank Site WD III @ 3185 Bill Hooks Road
6. Well Sites WD IV @ Lakeland Village (2 Wells)
7. Well Site WD IV @ Deerfield Estates – Sam Potts Highway
8. Tank Site WD I – 701 Highway
9. Pump Station WD I – 701 Highway

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10. Tank Site WD V- 904 East
11. Booster Pump WD V- 904 East
12. Tank Site WD IV @ Delco School Road
13. Well Site #1 WD IV @ Old Lake Road Delco
14. Well Site #2 WD IV @ Sandman Lane Delco

Commissioner Prevatte made a motion to approve the Service Agreement with McQueen's Nursery & Landscaping, INC, in the amount of six thousand, two hundred fifty-three and 36/100 (\$6,253.36) dollars, for Columbus County Water and Sewer Districts I, II, III, IV and V, second by Commissioner Norris. The motion unanimously passed.

ADJOURNMENT:

At 7:31 P.M., Vice Chairman McKenzie made a motion to adjourn, second by Commissioner Norris. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

GILES E. BYRD, Chairman

COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V
COMBINATION BOARD MEETING

Monday, August 01, 2011

7:27 P.M.

The Honorable Columbus County Commissioners met on the above stated date and at the above stated time in the Dempsey B. Herring Courthouse Annex Building, located at 112 West Smith Street, Whiteville, North Carolina, to act as the Columbus County Water and Sewer District V Board.

COMMISSIONERS PRESENT:

Giles E. Byrd, **Chairman**
 Amon E. McKenzie, **Vice Chairman**
 James Prevatte
 P. Edwin Russ
 Lynwood Norris
 Ricky Bullard
 Charles T. McDowell

APPOINTEES PRESENT:

William S. Clark, **County Manager**
 Mike Stephens, **County Attorney**
 June B. Hall, **Clerk to Board**
 Bobbie Faircloth, **Finance Officer**

MEETING CALLED TO ORDER:

At 7:27 P.M., Chairman Byrd called the **combination meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting to order.

Agenda Item #21: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:

July 18, 2011 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting

Commissioner Norris made a motion to approve the July 18, 2011 Columbus County Water and Sewer District V Board Meeting Minutes, as recorded, second by Commissioner Prevatte. The motion unanimously passed.

Agenda Item #22: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of SERVICE AGREEMENT WITH MCQUEEN'S NURSERY:

Bobbie Faircloth, Finance Director, requested Board approval of the following Service Agreement with McQueen's Nursery & Landscaping, Incorporated for Columbus County Water and Sewer Districts I, II, III, IV and V.

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this August 01, 2011, by and between the Columbus County Water and Sewer Districts I, II, III, IV and V, (hereinafter referred to as "Districts"), and **McQueen's Nursery & Landscaping, INC** (hereinafter referred to as

“Contractor”).

WHEREAS, McQueen’s Nursery & Landscaping, INC acting as an independent contractor, is an experienced mowing and lawn care service company and shall provide said services in a professional manner in accordance with the standards of all applicable professional organizations for the service company.

WHEREAS, the Districts wishes to enter into a contractual agreement with McQueen’s Nursery & Landscaping, INC to provide mowing services upon the described properties in Exhibit "B" for the Districts as described as Exhibit "A" on the attached sheet, following the technical specifications as described in the request for proposal.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement:** The terms of this Agreement shall begin July 1, 2011 and end on June 30, 2012 with the option to extend the agreement annually thereafter, if agreeable upon both parties under the same terms and conditions.
2. **Compensation:** As compensation for the services outlined within this Agreement, the Districts shall pay the Contractor Seven Hundred Eight-One Dollars and sixty Seven Cents (\$781.67) on a monthly basis for services rendered over an eight month period payable within thirty (30) days from receipt of invoice.
3. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|-----------------------|--------------------------------|
| Worker’s Compensation | (If required) Statutory Limits |
| General Liability | \$1,000,000 per occurrence |

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina. The Contractor shall furnish Certificates of Insurance to the Districts, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Contractor from its liability and obligations under this Contract.

4. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by Districts shall be regarded as confidential, shall remain the sole property of Districts and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than District or County's designated legal counsel, accountants or practice management consultants any information about District.

5. **Status of Parties:** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and District. 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 Districts.

6. **Assignment and Subcontracting:** Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the District.

7. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

8. **Notices:** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Columbus County Water and Sewer Districts
Attn: KIP McClary
312 N. Madison Street
Whiteville, NC 28472

Contractor: **McQueen's Nursery & Landscaping**
Attn: Robert McQueen
1480 Prison Camp Road
Whiteville, NC 28472

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

9. **Governing Law:** This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Columbus County, North Carolina.

10. **Modifications:** This contract may be amended or modified by mutual written consent of the parties. A modification is not enforceable against the Districts unless it is signed by the Contracting Officer, County Manager, or other duly authorized official.

11. **Entire Agreement:** This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

12. **Waiver:** A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

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GILES E. BYRD, Chairman