

COLUMBUS COUNTY BOARD OF COMMISSIONERS
Monday, February 7, 2022
6:30 P.M.

The Honorable Columbus County Commissioners met on the above stated date and time at the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, for the purpose of conducting the Regular Session.

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
 Boyd Worley, **Board Attorney**
 Amanda B. Prince, **Staff Attorney/Clerk to Board**

APPOINTEES ABSENT (EXCUSED):

Jay Leatherman, **Finance Director**

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

At 6:30 P.M. Chairman Ricky Bullard called the Monday, February 7, 2022 Columbus County Board of Commissioners Regular Session Meeting to order. The invocation was delivered by Commissioner Charles T. McDowell. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Commissioner Brent Watts.

Agenda Item #4: BOARD MINUTES APPROVAL:

A. January 18, 2022 Regular Session Meeting

MOTION:

Commissioner Coleman made a motion the minutes be approved as presented, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Items #5: APPROVAL of FEBRUARY 7, 2022 AGENDA and TAX REFUNDS and RELEASES:

MOTION:

Commissioner Byrd made a motion to **remove Agenda Item #9: Resolution – Approval of Resolution of Support for FOCUS Broadband (formerly ATMC) to Increase High-Speed Internet in Columbus County**, seconded by Commissioner Smith. The motion unanimously passed.

Tax Refunds and Releases

<i>Refunds</i>		Amount:	\$5,723.00
Ward, Roger Dale	PROPERTY: 78224	Total:	\$9,576.00
Value: \$47,400.00	Year: 06- Account: 06-41288	Bill#:	99999
Refund 15 years on double Wide Mobile Home. Double listed with Prop#84258			
Refund Yam City (711.00) refund Columbus Rescue (142.00)			

MOTION:

Commissioner Watts made a motion to approve the agenda, tax refunds, and releases, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #6: PUBLIC INPUT:

Chairman Bullard opened the floor for Public Comment.

Johnny Edge, 470 Happy Home Rd, Nakina, NC 28455, stated the following:

-Thank you for the opportunity to address the Board.

-I felt led to come, being in the construction industry all my life, we are upon a decision for Columbus County as far as the UDO, the Subdivision Ordinance and the Land Use Ordinance.

-My opinion, being a citizen of Columbus County with a construction background, is the decision you're getting ready to make for Columbus County is probably one of the most important decisions that you will make, as far as the future of Columbus County, because of the building industry.

- Lot size matters to developers, zoning too, if there are certain areas of low density or single-family or multi-family housing, that's the purpose of zoning.
- Workforce housing, and I hope people understand the definition of workforce housing, that's not building ghettos, that's building affordable housing for people to be here in Columbus County to have a workforce when industry comes knocking on our doors.
- It affects your taxes and what I have been able to do, because of my rapport and the business that I've done in Brunswick County, I have gone to Mrs. Gail and given her the information of the Land Planner for Brunswick County.
- She has graciously accepted the request that I made to answer any questions that anyone on the staff of Mr. Madden has, as far as, what you all are embarking on, what they've done for the last 30-40 years and whether it's been good, bad, or really bad.
- They would be more than happy to share that experience with you, which I think would be very beneficial.
- Thank you for your time.

Sherica McCoy Powell, 261 Fruit Ridge Rd, Whiteville, NC 28472, stated the following:

- I would like to bring to your attention, a need, on Fruit Ridge Rd.
- Being the first female Driver's Ed Instructor for Columbus County, I take my job very seriously.
- Football season is arriving for Whiteville City Schools and I have enjoyed hearing the game from my back yard for years.
- Whiteville City Schools decided to change their exiting pattern.
- For parking on the west side, traffic travels from Chadbourn Hwy to Fruit Ridge Rd.
- I need a speed limit sign.
- If there was one, can I get it replaced, if not, tell me the process to get one established.
- Senior citizens on that road, including my lovely husband, have animals that we walk up and down the road in the morning time.
- I was home a couple of days ago and stepped to my driveway and I could hear the car hit the gas coming down the road, seeing me and my dog beside the road.
- There's not one from Chadbourn Hwy to Pine Log Rd and I'd like some instructions on how I can get that established.
- Thank you.

Agenda Item #7: EMPLOYEE SPOTLIGHT – NANNETTA RACKLEY:

County Manager Eddie Madden will spotlight NC Cooperative Extension Administrative Assistant, Nannetta Rackley.

County Manager Eddie Madden:

- It is my pleasure to introduce this evening's employee spotlight and that is Ms. Nannetta Rackley.
- Ms. Rackley is here this evening, along with her daughter, sister and Mr. Dalton Dockery from Cooperative Extension.
- So, welcome and thank you for being here with us.
- She and Mr. Dockery have worked together for over 20 years.
- Mr. Dockery nominated her for this recognition this evening.
- She has been described as dependable, trustworthy and organized.
- She goes above and beyond to make sure the office runs smoothly and according to Mr. Dockery, she believes that if you are getting paid to do a job you should do it to the best of your ability.
- Slackness is not in her vocabulary is the exact verbiage Mr. Dockery used.
- She gives so much and expects so very little in return.
- So this evening, we would like to recognize Ms. Rackley for her years of service to Columbus County and ask her to come forward as we have a presentation to make.

Agenda Item #8: EASEMENT – APPROVAL of EASEMENT to FOCUS BROADBAND (FORMERLY ATMC):

Kris Ward, Director of Business Development, is requesting Board Approval.

Prepared By/Return To:
Counsel of the Carolinas
310 N Front St, Ste 4-147
Wilmington, NC 28401

Portion of Parcel Nos. 102075 and 102076
Excise Tax \$0

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

DEED OF EASEMENT

THIS DEED OF EASEMENT ("Easement") is made as of this ____ day of _____, 2022, by and between COLUMBUS COUNTY, a body politic and corporate of the State of North Carolina ("Grantor") and ATLANTIC TELEPHONE MEMBERSHIP CORPORATION, a North Carolina non-profit cooperative, of PO Box 3198, Shallotte, NC 28459 ("Grantee").

WITNESSETH:

WHEREAS, Grantor desires to deed, declare, and establish for the benefit of the Grantee easement rights over that area in Ransom Township in the vicinity of the intersection of State Road 1892 (Livingston Hills) and State Road 1821 (Delco School) and more particularly described as that (1) 3,600 square foot utility easement depicted as a 60 foot by 60 foot square; and, (2) utility and access easement approximately 40 feet wide and approximately 315 feet long extending from Delco School Road to and then along the aforementioned 3,600 square foot parcel to its easternmost boundary, both depicted per that plat of survey prepared by Samuel Landy Anderson II, PLS, as signed and sealed December 30, 2021, and recorded January 11, 2022, in Plat Book 112 at Page 92, Columbus County Registry ("Easement Area") a copy of which is attached hereto as Exhibit A, incorporated herein by reference, said Easement Area being a portion of that property acquired by Grantor per deed recorded May 11, 2021, in Book 1256, Page 521, Columbus County Registry, specifically portions of Parcel Three therein related to the Acme-Delco Middle School Campus; and

WHEREAS, Grantor affirms there is no other necessary party to this Easement, such as a lienholder that would need to subordinate its interest so as to avoid extinguishment of the easement created herein.

NOW, THEREFORE, for and in consideration of \$10.00 cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor affirms and acknowledges that the Easement Area granted hereby is a nonexclusive, perpetual, and appurtenant easement for Grantee's pedestrian and vehicular ingress, egress, and regress to and from the Easement Area to install, construct, place, operate, maintain, clear, repair, inspect, and replace therein telecommunication systems, lines, and equipment, above or below ground, and to license or otherwise permit the joint use occupancy of such systems, lines, and equipment with any duly qualified person, firm, or corporation for telecommunications purposes; including, but not limited to, voice, data, and video transmission.

TO HAVE AND TO HOLD, unto Grantee, the right, privilege and easement for the purposes stated herein as an appurtenance upon the real property owned by Grantor in and to the Easement Area so as to run with the title thereto so as to bind the grant herein upon and inure unto the respective successors or assigns of Grantor and Grantee. Grantor covenants that it is seized of the aforesaid premises in fee and has the right to convey the Easement hereby granted, and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set its hand and seal, by its duly authorized representative, effective the day and year first above written.

COLUMBUS COUNTY, a body politic and corporate of the State of North Carolina

By: _____ (Seal)
Ricky Bullard
Chair, Columbus County Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

I, _____, a notary public of Columbus County, NC, certify that Ricky Bullard, Chair of the Columbus County Board of Commissioners personally appeared before me this day, being personally known to me or proven to me upon satisfactory evidence, and acknowledged that by authority duly given and as the act of the County of Columbus, he so executed this Deed of Easement.

Date _____ [Affix Seal]
Printed Name of Notary: _____
Notary Public

My Commission Expires: _____

MOTION:

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

[AGENDA ITEM #9 – REMOVED UNDER AGENDA ITEM #5]

Agenda Item #10: NC COOPERATIVE EXTENSION – APPROVAL of MOA and NC AQUATIC WEED CAPITAL PROJECT ORDINANCE, and an UPDATE on the GIANT SALVINIA PROJECT:

Dr. Dalton Dockery, Director, requested Board Approval and provided a project update.

State of North Carolina

County of Wake

MEMORANDUM OF AGREEMENT

Between the

NC Department of Environmental Quality,

Division of Water Resources

and

Columbus County

THIS AGREEMENT is made and entered on the last date executed below, by and between the North Carolina Department of Environmental Quality, an agency of the State of North Carolina, hereinafter referred to as the "NCDEQ" and Columbus County, NC, hereinafter referred to as the "County" and together as the "Parties".

WHEREAS, the Parties desire to pursue a Giant Salvinia eradication project at Gapway Swamp hereinafter described:

THEREFORE, the Parties do mutually agree as follows:

1. **Contractual Status**: The County agrees that the NCDEQ shall perform the services herein set forth; provided that the NCDEQ is not and will not by virtue of this contract acquire the status of an employee of the County.
2. **Time of Performance**: The effective date of this Agreement is the date of last signature and ends December 31, 2022. This agreement may be extended if written Amendments are signed by both Parties.
3. **Time of Essence**: Time is of the essence in performing all activities regarding this Agreement.

4. Background:

- a. The North Carolina Aquatic Weed Control Program is housed within the NCDEQ. The program provides assistance to units of local government for the purpose of managing noxious aquatic weeds (per Aquatic Weed Control Act of 1991, NC General Statutes, Article 15 of Chapter 113). An infestation of Giant Salvinia occurs at Gapway Swamp. Giant Salvinia is recognized by the NCDEQ as a noxious aquatic weed. Furthermore, Giant Salvinia is a regulated plant, whereas the movement, trade, culture, etc. is prohibited in the State of North Carolina.
- b. The NCDEQ intends to use the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund to support management activities hereinafter described. A statutory requirement for the use of these funds is matching dollars. Specifically, "The cost-share for an aquatic weed control project shall be at least one non-State dollar for every dollar from the Fund." § 143-215.73F (c) (3).

https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-215.73F.pdf

5. Scope of Work: NCDEQ will coordinate environmental management activities for the purpose of removing the noxious aquatic weed Giant Salvinia from Gapway Swamp. NCDEQ may retain services from a 3rd party vendor(s) to assist with the implementation of this aquatic weed control project. NCDEQ personnel (Aquatic Weed Program staff) will conduct survey/monitoring fieldwork to determine the extent of the Giant Salvinia infestation. NCDEQ personnel (Aquatic Weed Program staff) will conduct herbicide applications and determine efficacy of herbicide treatments. NCDEQ will provide all equipment and materials, except that a 3rd party vendor(s) may provide necessary equipment and material per contract specifications.
6. Deliverables: The NCDEQ shall provide invoices with supporting documentation that illustrate itemized expended amounts. The NCDEQ will determine the accuracy of any relative 3rd party vendor invoices and actual 3rd party vendor performance.
7. Compensation/Reimbursements: The County agrees that it will pay the NCDEQ the amount of invoices net 15 days. The estimated total costs and cost-share schedule is listed below:

Item Description	Service Provider	Estimated Cost
Treatment design/prescription, herbicide products, herbicide applications, analytical services, clearing, surveying/monitoring and contract oversight.	DWR (Aquatic Weed Program) and/or 3 rd party vendor(s)	\$150,000
Total		\$150,000
NCDEQ Cost-share (50%)		\$75,000
NCDNCR Cost-share (50%)		\$75,000

This Agreement cost shall not exceed \$150,000. If actual costs are less than the total not to exceed amount, the maximum expenditure invoiced shall be one half of the actual expenses.

8. **Payments:** Payment under this Agreement will be made upon receipt of an invoice with supporting documentation from the NCDEQ setting forth the amount due and payable pursuant to Paragraph 7 of this Agreement. All services must be performed to the satisfaction of the County prior to any payment being made. All invoices shall be submitted via mail to:
- Mr. Jay Leatherman
Columbus County Finance Director
810 Pinckney Street
Whiteville, NC 28472
9. **Payment Terms:** Payment terms are not later than 15 calendar days after receipt of correct invoice(s).
10. **Point of Contact:** All matters regarding this Memorandum of Agreement and all official and binding communications shall be with the designated Point of Contact who is an authorized agent of their respective organization. The table below identifies each Point of Contact:

NCDEQ	Columbus County
Rob Emens (919) 707-9012 rob.emens@ncdenr.gov	Dalton Dockery Cooperative Extension Director (910) 640-6605 dalton_dockery@ncsu.edu

11. **Availability of Funds:** Any and all services provided by the NCDEQ, including services provided through NCDEQ contracts with 3rd parties, are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
12. **State of North Carolina liability:** The County will hold the State harmless from any damages that may result from the implementation of Giant Salvinia management activities.
13. **Public notices:** For all waters that will be subjected to herbicide treatments in association with this project the County will be responsible for notifying all landowners whose property is adjacent to such waters and for sponsoring any public information meetings that may be needed.
14. **Compliance with Laws:** All Parties shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **Governing Law:** This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to conflict of law rules.
16. **Situs:** The place of this Agreement, its situs and forum, shall be Raleigh, North Carolina, where all matters, whether sounding in Agreement or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
17. **Amendments:** This Agreement shall not be amended orally or by performance, but only by written amendments duly executed by all Parties.
18. **Termination:** Either Party may terminate this Agreement at any time by 30 days' notice in writing to the other Party. In that event, the County and/or NCDEQ shall pay for services satisfactorily completed by 3rd party vendor(s), and all Parties will be invoiced their cost-share through effective termination date.

- 19. Order of precedence: In cases of conflict between specific provisions in this Agreement or amendments that may come to pass, the order of precedence shall be (high to low) (1) amendments; (2) agreement.
- 20. Signatures: This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

The parties have caused this MOA to be executed by their authorized representatives to become effective as of the last date executed below.

COLUMBUS COUNTY

 Ricky Bullard, Chairman of the Columbus County
 Board of Commissioners

Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act for Fiscal Year 2021-2022.

Finance Officer

Date

Approved as to form: _____

County Attorney

Date

NC DEPARTMENT OF ENVIRONMENTAL QUALITY

Authorized agent (print name)

signature

Date

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance amending appropriations to the Capital Project
Fund for the Fiscal Year beginning July 1, 2021

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

Section 1: The following amounts are hereby made to the **NC Aquatic Weed Control Program Capital Project** pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2021.

	Original Budget
Project Appropriations	
90-4949-519001 Contracted Services	<u>\$120,000</u>
Total Appropriations	<u>\$120,000</u>
Source of Revenue	
90-3481-498001 Transfer from General Fund	<u>\$120,000</u>
Total Revenue	<u>\$120,000</u>

Section 2: The project undertaken pursuant to this ordinance is in accordance with the Recommended Budget .

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

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

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

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

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

Section 8: This project ordinance shall be entered in the minutes of the Board of Commissioners of Columbus County. Within five days hereof, copies of this ordinance shall be filed with the finance office in Columbus County, and with the Clerk to the Board of Commissioners of Columbus County.

Capital Project amendment shall become effective on February 8, 2022.

ADOPTED, this 7th day of February, 2022

Ricky Bullard, Chairman
Columbus County Board of Commissioners

Amanda Prince, Clerk to the Board

MOTION:

Commissioner McDowell made a motion to Approve the MOA and Capital Project Ordinance, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #11: ADMINISTRATION – APPROVAL of LEASE of FAIR BLUFF SCHOOL:

County Manager Eddie Madden requested Board Approval.

NORTH CAROLINA

COLUMBUS COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into by and between the COUNTY OF COLUMBUS, a North Carolina political subdivision, hereinafter called "LESSOR," and TOWN OF FAIR BLUFF, a North Carolina political subdivision, hereinafter called "LESSEE."

W I T N E S S E T H :

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

– Located at 685 Academy Street, Fair Bluff, NC 28439

Parcel One in Deed from Columbus County Board of Education to County _____ of Columbus recorded on May 11, 2021, in Book 1256, Page 521 of the _____ Columbus County Registry. LESS AND EXCEPT the Aging Center is located and _____ right of ingress and egress for purposes of conducting business through the Columbus County Department of Aging.

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

1. Term of Lease. The term of this Lease Agreement shall be for a period of one (1) year from the date of signing by LESSOR (hereinafter "Start Date"), subject to prior termination pursuant to this Lease Agreement.

2. LESSEE's Responsibilities.

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

b. LESSEE shall pay water and sewer bills incurred in connection with _____ the use of the rental property during the term of this Lease Agreement _____ in the amount of \$1,200.00 per month.

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

3. Payment. LESSEE shall pay LESSOR the sum of One and 00/100 Dollar (\$1.00) annually, to be paid on the first day of the new calendar year.

4. Indemnity. LESSEE shall indemnify and hold LESSOR, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorneys' fees, on account of property damages arising out of or relating to the rental property, resulting from the negligence of or the willful act or omission of LESSEE, its agents, employees and assigns to the extent possible by law.

LESSOR hereby agrees it shall indemnify and hold LESSEE harmless from all claims, demands causes of actions, or other liability, including attorney's fees, resulting from or on account of property damages arising

out of or relating to the services to be performed by LESSOR's employees hereunder, resulting from the negligence of LESSOR's employees to the extent possible by law.

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

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

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

To LESSOR:

Columbus County Administration
Attention: County Manager
 111 Washington Street
 Whiteville, NC 28472

To LESSEE:

Town of Fair Bluff
Attention: Town Manager
 1175 Main Street
 Fair Bluff, NC 28439

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

9. Amendments. This Lease Agreement shall not be modified or otherwise amended except in writing signed by the parties.

10. Termination.

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

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

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

12. Full Disclosure

a. It is hereby understood by each and every party to this Lease Agreement that this Lease Agreement and its terms are fair and reasonable to the parties here undersigned and are fully disclosed and transmitted, in writing, to each party to this Lease Agreement in a manner that should reasonably be, or have been, understood by each party; and

b. It is hereby understood by each and every party to this Lease Agreement are each advised by this section, in writing, that each party may seek the advice of an independent Attorney at Law of their own autonomous choice and each party is hereby given reasonable opportunity and time to seek said advice; and

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

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

LESSOR

COLUMBUS COUNTY

By: _____
Ricky Bullard, Chairman
Columbus County Board of Commissioners

Date Signed

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

Columbus County Finance Officer

LESSEE

Town of Fair Bluff

By: _____

PRINTED NAME

TITLE

Date Signed

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

Fair Bluff Finance Officer

MOTION:

Vice Chairman McMillian made a motion to approve the lease agreement, seconded by Commissioner McDowell. The motion unanimously passed.

Agenda Item #12: ADMINISTRATION – APPROVAL of LEASE AGREEMENT with NCDPS:

County Manager Eddie Madden requested Board Approval.



Roy Cooper, Governor
Eddie M. Buffaloe, Secretary

Casandra Skinner Hoekstra, Chief Deputy Secretary
Douglas Holbrook, Chief Financial Officer
Joanne B. Rowland, Director

January 25, 2022

Edwin H. Madden, Jr.
Columbus County Manager
127 W. Webster Street
Whiteville, NC 28472

**Subject: Being +/-4,000 Net Square Feet of Office Space Located at 110 Courthouse Square
Columbus County; Whiteville, North Carolina**

Dear County Manager Madden,

A small note to wish you and the Columbus County Staff a happy 2022! In reference to the new relocation property address for our NC Department of Public Safety (DPS) Juvenile Justice office, please see attached lease agreement.

With retrospect to §Statute 15-209 and in effort to initiate this request, will you please review the "no cost" lease documents. Pending your approval, print, sign/notarize two (2) original copies and return via attention to me at the MSC listed below. The lease will then be executed by the DPS Purchasing and Logistics Office in which one (1) original copy will be returned to you for your records. *Please note to leave the date on the first page blank as this will be completed by the DPS Purchasing and Logistics Office upon execution.*

Should you have any questions or concerns, please contact me and/or Ms. Darlene Upchurch, Real Property Manager at 919/324.6467. Thank you in advance for your timeliness and important assistance regarding this matter.

Respectfully,



Nichole Renee Foxworthy
Administrative Specialist, II
p) 919/324.6275 f) 919/733.5188
nichole.foxworthy@ncdps.gov

nrf

Attachment: Lease Agreement

MAILING ADDRESS:
4227 Mail Service Center
Raleigh, NC 27699-4200
www.ncdps.gov



An Equal Opportunity Employer

OFFICE LOCATION:
3030 Hammond Business Place
Raleigh, NC 27603-3666
Telephone (919) 743-8141
Fax (919) 715-3731

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2022, by and between **COUNTY of COLUMBUS**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Mount Airy, County of Surry**, North Carolina, more particularly described as follows:

**Being +/-4,000 Net Square Feet of Office Space Located at 110 Courthouse Square
Columbus County; Whiteville, North Carolina**

DEPARTMENT OF PUBLIC SAFETY (Juvenile Justice)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) years commencing on the **1st day of March, 2022** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **28th day of February, 2025**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** dollars per term to be payable within five (5) days from receipt of invoice. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to invoice the amount thereof to the Lessor for reimbursement. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, and or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, during such period of repair if the County can not provide suitable office space, the Lessee (with concurrence of the County) shall have the right to obtain similar office space by lease at the expense of the Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: **127 W. Webster Street; Whiteville, North Carolina 28472** and the Lessee at **3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

[Remainder of page intentionally left blank; signatures on following pages]

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IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

BY: _____ (SEAL)
Joanne Rowland, Director
DPS Purchasing and Logistics

LESSOR: _____ (SEAL)
The County of Columbus
County Manager Edwin H. Madden, Jr.

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STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Edwin H. Madden, Jr.**, personally came before me this day and acknowledged that s/he is the **County Manager**, and that by authority and given as an act of **Columbus County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

Notary Public

My Commission Expires:

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STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County of _____ and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

MOTION:

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

Agenda Item #13: ADMINISTRATION – APPROVAL of INTERLOCAL AGREEMENT BETWEEN the TOWN of LAKE WACCAMAW and COLUMBUS COUNTY REGARDING STATE FUNDING for a BIKE and PEDESTRIAN PROJECT:

County Manager Eddie Madden requested Board Approval.

**INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF LAKE WACCAMAW
AND
COLUMBUS COUNTY
REGARDING
STATE FUNDING FOR A
BIKE AND PEDESTRIAN PROJECT**

This **Interlocal Agreement** is dated the 28th day of January, 2022, and is among the **Town of Lake Waccamaw** (“Lake Waccamaw”), 205 Flemington Dr., Lake Waccamaw, NC 28450, being a municipal corporation and public body politic of the State of North Carolina (herein sometimes referred to as “Municipality” or “Municipal Party”); and **COLUMBUS COUNTY** (the “County”), 127 W Webster St., Whiteville, NC 28472, a body politic and corporate and a political subdivision of the State of North Carolina, (collectively, the “Parties”).

RECITALS

WHEREAS, a bike and pedestrian project to improve Lake Waccamaw and the County is an important governmental function, and one which can be the subject of an Interlocal Agreement between units of local government under North Carolina General Statutes Section 160A-461 *et seq.*; and

WHEREAS, the State of North Carolina appropriated \$2.5 million dollars for a bike and pedestrian project requested by the County to the Municipality;

WHEREAS, the bike and pedestrian project, (hereinafter "Project") will be located on land predominantly located outside of the jurisdiction of the Municipality to complete a trail from the Lake Waccamaw dam to the Lake Waccamaw State Park;

WHEREAS, the Parties find it mutually desirable to enter into this Agreement to address the issues of how to facilitate the Project.

NOW, THEREFORE in consideration of the mutual benefits and promises made herein, the Parties agree as follows:

A. MUTUAL RESPONSIBILITIES OF THE PARTIES

The Municipal Party and Columbus County will cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree in good faith to undertake resolutions of disputes, if any, in an equitable and timely manner.

B. RESPONSIBILITIES OF COLUMBUS COUNTY

1. The responsibilities of Columbus County under this Agreement are aide Lake Waccamaw in applying for and receiving grant funds for the many infrastructure needs of the Municipality for a period of two (2) years beginning February 1, 2022, and ending January 31, 2024.
2. At the end of that two-year period the County will then contract for the completion of the Project up and to the amount received in grant funds by the Municipality or \$2.5 million dollars whichever is less.
3. All services will conform to any applicable federal, state and local laws, rules, regulations, ordinances, and standards.
4. Columbus County will provide updates and receive input and opinion from the Municipality on the Project.

C. RESPONSIBILITIES OF THE MUNICIPAL PARTY

1. The Municipality shall not diminish the \$2.5 million appropriation for any other use but for the Project for the term of this agreement.
2. The Municipality will cooperate with the County and apply for grants suggested by the County during the two-year period beginning February 1, 2022, and ending January 31, 2024.
3. At the end of the two-year period ending January 31, 2024, the Municipality will then transfer the same amount received in grant funds during the two-year period by the Municipality or \$2.5 million dollars whichever is less to the County for the completion of the Project.
4. The Municipality and Columbus County will use their best efforts to cooperate in the Project by using the \$2.5 million appropriation to fund the Project.

D. AMENDMENT

If any Party desires to amend the Agreement, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Party. If the Parties agree to the proposed amendment, then the amendment shall be affected by entering a written amendment to the Agreement. An amendment that does not change any substantive or financial commitments of the Agreement may be executed by the Columbus County Manager and the Lake Waccamaw Town Manager. Any other amendment to the terms of this Agreement to be effective must be in the form of a written instrument properly authorized and executed by the governing boards of each Party to this Agreement. Any amendment to this Agreement to be effective must be in writing and signed by all Parties.

E. TERM, TERMINATION AND RENEWAL

1. The term of this Interlocal Agreement is for three (3) years, being effective as of the date of final execution by all Parties ("Effective Date"), and ending three (3) years therefrom, (the "Term"), unless earlier terminated as provided herein.
2. This Agreement will automatically renew on an annual basis, with terms running concurrent with the Term ("Successive Terms"), unless terminated by the Parties as set forth herein. Any Successive Terms will be included in the definition of Term.

3. **By Mutual Agreement:** This Agreement may be terminated by the mutual agreement of the Municipal Party and Columbus County by a written Termination Agreement executed by the Municipal Party and Columbus County with the same formality as this Agreement.
4. Notice to the Municipal Party or to Columbus County shall be sufficient if sent in writing; postage prepaid, registered or certified mail to the Sheriff of Columbus County or Manager of the Municipal Party at the address below. Any written or electronic notice required by this section shall be delivered to the Parties at the following addresses:

For Town of Lake Waccamaw: Town Manager
 Town of Lake Waccamaw
 205 Flemington Dr.
 Lake Waccamaw, NC 28450

For Columbus County: Columbus County Manager
 127 W Webster St.
 Whiteville, NC 28472

Notices shall be deemed delivered on the date sent if addressed as set forth herein. Either party may notify the other of a change of address, which will only be effective by written notice. As necessary, day to day communication may occur between Columbus County and the Municipality.

F. APPLICABILITY OF NORTH CAROLINA PUBLIC RECORDS LAW

The parties to this Agreement are government agencies, subject to the North Carolina Public Records Act, N.C.G.S. §132-1, et seq. Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to either party in the course of this Agreement are subject to the public records laws of the State of North Carolina and it is the responsibility of each party to properly designate materials that may be protected from disclosure under North Carolina law as such and in the form required by law prior to the submission of such materials. Each party understands and agrees, that the other party, as a government agency, may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other

provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

G. RELATIONSHIP OF PARTIES

Columbus County and the Municipal Party are, and shall remain, independent contractors with respect to any service or function performed under this Agreement. Except as provided for in this Agreement, each Party shall select the means, method, and manner of performing their respective services herein. Each party is an independent contractor and shall not represent itself or be deemed as an officer, agent, or employee of the other party for any purpose. Nothing under this Agreement is intended or should be construed in any manner to create a partnership or venture between the Parties.

H. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto and shall not confer any rights or remedies upon any person or entity other than the Parties.

I. INDEMNIFICATION AND FINANCIAL RESPONSIBILITY

1. The Municipal Party shall be responsible for, and to the extent permitted by law, indemnify and hold the County harmless from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or to any person or persons or property damage caused in whole or in part by the sole negligence or willful misconduct of the Municipal Party, its officers, directors, students, agents, contractors, employees, or representatives, except to the extent that the same are caused by the negligence or willful misconduct of the County.
2. County shall be responsible for, and to the extent permitted by law, indemnify and hold the Municipal Party harmless from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or to any person or persons or property damage caused in whole or in part by the sole negligence or willful misconduct of County, its officers, directors, students, agents, contractors, employees, or representatives, except to the extent that the same are caused by negligence or willful misconduct of the Municipal Party.

J. LIMITATION OF LIABILITY

Each party to this agreement will be responsible for its own actions in providing services under this Interlocal Agreement and, to the extent permitted by law, shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

K. NO WAIVER OR SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed to mandate purchase of insurance by Columbus County pursuant to N.C.G.S. §153A-435; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against Columbus County or the Municipal Party for any reason if otherwise available as a matter of law.

L. NO WAIVER OF QUALIFIED IMMUNITY

No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

M. FORCE MAJEURE

Except as otherwise provided in any environmental laws, rules, regulations, or ordinances applicable to the parties and the services performed under this Agreement, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Agreement must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Agreement by this provision.

N. APPLICABLE LAW

All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Columbus County Civil Superior Court.

O. GENERAL PROVISIONS

1. Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.
2. E-Verify. The Parties, and any vendor hired by any Party to perform under this Agreement, shall comply with the E-Verify, the federal E-Verify program operated by the United State Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Counterparts. This Agreement may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. In addition, the parties may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.
4. Authority to Enter. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective unit of local government.
5. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.
6. Entire Agreement: This terms and provisions herein contained constitute the entire agreement by and between the Parties and shall supersede all previous communications, representation, or agreement, either oral or written between the Parties hereto with respect to the subject matter hereof. No oral representations, statement, or inducements apart from the foregoing written Agreement have been made.

7. All funds for payment by Parties under this Agreement are subject to the availability of any annual appropriation for this purpose by the Columbus County Board of Commissioners. In the event of non-appropriation of funds by the Board for the services provided under this Contract, Parties will terminate this Agreement, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Agreement is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by Parties on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Parties shall not be obligated under this Agreement beyond the date of termination.

IN WITNESS WHEREOF, intending to be legally bound hereby, and with the authority vested in them by resolution of their respective governing boards, the Parties have caused this Agreement to be executed and delivered as of the date first above written.

Town of Lake Waccamaw, North Carolina ATTEST:

By: Matthew E Wilson

By: Merrill Parker
Clerk

Date: 1/31/2022



This instrument is approved as to form and legal sufficiency.

By: [Signature]
Town Manager, Signature

Danton Kempski
Town Manager Printed Name

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

Merrill Parker _____ 1/31/2022

Finance Officer

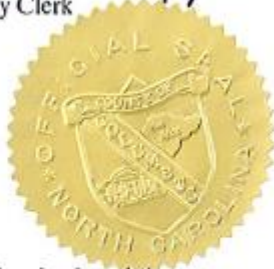
Date

County of Columbus, North Carolina

ATTEST:

By: Rich Bullard

By: Latoya Williams Date: 02/07/2022
Latoya Williams, Deputy Clerk



This instrument is approved as to form and legal sufficiency.

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

Finance Officer

Date

MOTION:

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

Agenda Item #14: PLANNING – 1st READING of an AMENDMENT to the SUBDIVISION REGULATIONS ORDINANCE of COLUMBUS COUNTY and REQUEST for PUBLIC HEARING:

Dr. Gary Lanier, Director, requested a first reading and to establish February 21, 2022, at 6:30 PM, or as soon thereafter may be heard, as the date for the Public Hearing.

ORDINANCE NO. _____

TO AMEND THE SUBDIVISION REGULATIONS ORDINANCE OF COLUMBUS COUNTY, NC, ALSO KNOWN AS CHAPTER 10 -- PART 3, ARTICLE 4, SECTION 8, ITEM E (STORM WATER MANAGEMENT PLAN) OF THE CODE OF ORDINANCES TO COMPLY WITH THE STORMWATER MANAGEMENT GUIDELINES OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL RESOURCES AND THE COLUMBUS COUNTY PLANNING BOARD

WHEREAS the Board of Commissioners wishes to amend the Subdivision Regulations Ordinance of the County of Columbus found within the Code of Ordinances for the County to provide for the use of good stormwater management practices when any major subdivision is constructed within Columbus County; and

WHEREAS the Board of Commissioners wishes to see that proper stormwater management designs, techniques, impoundments, structures, and regulations that are available to protect all citizens from stormwater runoffs that may result from the development of major subdivisions within the county; and

WHEREAS the Board of Commissioners wishes to see those measures for stormwater management effectively put into use that are outlined in the Stormwater Management and Mitigation Regulations administered by the North Carolina Department of Environmental Resources; and

Whereas the current language in Item E is outdated with regard to current regulations and State Departmental References; and

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

THEREFORE, CHAPTER 10, PART 3, ARTICLE 4, SECTION 8, ITEM E (STORM WATER MANAGEMENT PLAN) OF THE CODE OF ORDINANCES is changed to read

Any major subdivision must have a stormwater management plan approved by the Columbus County Planning Board as well as the North Carolina Department of Environmental Resources. The stormwater management plan must comply with all Statutes, Rules, and Regulations as found in the Stormwater Rules and Regulations Section of the NC Department of Environmental Quality (or any

future successor). At the time of adoption of this amendment, relevant administrative codes, Statutes, and Additional Rules and Laws could be found at:

<https://deq.nc.gov/about/divisions/energy-mineral-and-land-resources/stormwater/stormwater-program/stormwater-rules-and-regulations>

This amendment shall become effective upon adoption. Adopted this _____ day of _____, 2022.

Ricky Bullard, Chairman
Columbus County Board of Commissioners

Approved as to Form:

Amanda B. Prince, Staff Attorney

Attest:

LaToya Williams, Deputy Clerk to the Board

MOTION:

Commissioner McDowell made a motion to accept the first reading and establish the public hearing, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #15: PLANNING – 1st READING of an AMENDMENT to the LAND USE REGULATIONS ORDINANCE of COLUMBUS COUNTY and REQUEST for PUBLIC HEARING:

Dr. Gary Lanier, Director, requested a first reading and to establish February 21, 2022, at 6:30 PM, or as soon thereafter may be heard, as the date for the Public Hearing.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE LAND USE REGULATIONS ORDINANCE OF COLUMBUS COUNTY, NC, ALSO KNOWN AS CHAPTER 10, PART 2 – LAND USE REGULATIONS ORDINANCE, ARTICLE 8, SECTION 2 (REGULATED USES) OF THE CODE OF ORDINANCES ADDING MULTI-FAMILY HOUSING TO THE LIST OF REGULATED USES REQUIRING A SPECIAL USE PERMIT

WHEREAS the Board of Commissioners wishes to amend the Land Use Regulations Ordinance of the County and the Code of Ordinances to provide that development of multi-family housing units, because of their unique characteristics and potential impacts on the surrounding neighborhood and Columbus County, as a whole, are a type of land use that requires special consideration of their location, design, configuration and/or operation at the particular location proposed. Adding multi-family development as a regulated use requiring a special use permit, would meet this objective; and,

WHEREAS the Board of Commissioners further determines that adjacent landowners should be given notice of this type of land use and an opportunity to be heard by presenting evidence, if they desire, at a quasi- judicial hearing; and,

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

THEREFORE, **CHAPTER 10, PART 2 – LAND USE REGULATIONS ORDINANCE, ARTICLE 8, SECTION 2 (REGULATED USES)** is hereby amended to add the following to the list of regulated uses:

“Multi-family Dwelling Units where multi-family is defined as three or more homes on a single parcel or are constructed within a single building”

This amendment shall become effective upon adoption. Adopted this _____ day of _____, 2022.

Ricky Bullard, Chairman
Columbus County Board of Commissioners

Approved as to Form:

Amanda B. Prince, Staff Attorney

Attest:

LaToya Williams, Deputy Clerk to the Board

MOTION:

Commissioner Smith made a motion to accept the first reading and establish the public hearing, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #16: RESOLUTION – APPROVAL of GRANTING SIGNATORY AUTHORITY to NICK WEST to EXECUTE DOCUMENTS for SEDGWICK INSURANCE VEHICLE CLAIMS:

Amanda Prince, Staff Attorney, requested Board Approval.



Resolution Granting Signatory Authority

WHEREAS, Columbus County currently insures county vehicles through the NCACC Liability and Property Pool; and

WHEREAS, Sedgwick manages claims on behalf of NCACC Liability and Property Pool; and

WHEREAS, during the course of claims for damaged or destroyed vehicles, documents must be signed on behalf of the county for settlement purposes.;

NOW, THEREFORE, BE IT RESOLVED, we the Columbus County Board of Commissioners hereby authorize R. Nick West to sign documents required for settlement of

property claims on vehicles with Sedgwick on behalf of the county.

Adopted this the 7th day of February, 2022.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Ricky Bullard, Chairman

Attested By:

Amanda B. Prince, Clerk to Board

MOTION:

Commissioner McDowell made a motion to approve the resolution, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item #17: FINANCE – APPROVAL of DRAFT MINUTES and SECOND AMENDMENT to INSTALLMENT FINANCING CONTRACT BETWEEN FIRST BANK and COUNTY of COLUMBUS, NC for WHITEVILLE CITY SCHOOL:

Amanda Prince, Staff Attorney, requested Board Approval.

SECOND AMENDMENT TO INSTALLMENT FINANCING CONTRACT

BETWEEN

FIRST BANK

AND

COUNTY OF COLUMBUS, NORTH CAROLINA

Dated as of April 1, 2022

THIS SECOND AMENDMENT TO INSTALLMENT FINANCING CONTRACT, dated as of April 1, 2022 (this “*Amendment*”), is between **FIRST BANK**, a North Carolina corporation (the “*Bank*”), and the **COUNTY OF COLUMBUS, NORTH CAROLINA**, a political subdivision duly created and existing under the Constitution and laws of the State of North Carolina (the “*County*”).

WITNESSETH:

WHEREAS, the County has previously financed the renovation, expansion, equipping and improvement of an existing school facility known as Whiteville High School, as more particularly described in the Original Contract (the “*Project*”);

WHEREAS, in order to finance the Project, the County and the Bank entered into an Installment Financing Contract dated November 5, 2019 and a First Amendment to Installment Financing Contract dated as of October 1, 2021 (together, the “*Original Contract*” and as amended by this Amendment and as may be further

amended from time to time, the “*Contract*”), pursuant to which the Bank advanced funds for such purpose and the County covenanted to make Installment Payments and Additional Payments in consideration thereof;

WHEREAS, the Bank and the County have agreed to amend the Payment Schedule, as set forth herein;

WHEREAS, the Bank and the County have determined to amend the Original Contract, pursuant to Section 16.6 thereof, to make those and related changes;

WHEREAS, all acts and things necessary to constitute this Amendment a valid agreement according to its terms have been done and performed;

WHEREAS, capitalized terms used in this Amendment and not defined herein shall have the meanings given such terms in the Original Contract;

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings herein expressed, the parties hereto agree as follows:

Section 1. Amendments. The Original Contract is hereby amended as follows:

The Payment Schedule attached to the Original Contract is deleted in its entirety and the Payment Schedule attached hereto as Exhibit A is substituted therefor.

Section 2. Ratification. As amended hereby, the Contract is in all respects ratified and confirmed and the Contract as so amended shall be read, taken and construed as one and the same instrument.

Section 3. Governing Law. This Amendment shall be construed and governed in accordance with the laws of the State.

Section 4. Severability. If any portion of this Amendment is determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Amendment shall continue in full force and effect.

Section 5. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. E-Verify Covenant. The Bank understands that (i) “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and (ii) Article 2 of Chapter 64 of the General Statutes of North Carolina, as amended (the “E-Verify Statute”), requires employers (as defined in the E-Verify Statute) to verify the work authorization of an employee (as defined in the E-Verify Statute) hired to work in the United States through E-Verify. The Bank and the Bank’s subcontractors under the Contract shall comply with the requirements of the E-Verify Statute.

Section 7. Companies that Boycott Israel Act Certification. The Bank hereby certifies that it is not on any list created and maintained by the North Carolina Department of State Treasurer pursuant to the Divestment from Companies that Boycott Israel Act, Article 6G, as amended, of Chapter 147 of the General Statutes of North Carolina.

Section 8. Bank’s expenses. The County shall pay all costs incurred by the Bank in connection with this Amendment, including a renewal fee of \$1,500 and the fees of Bank’s outside counsel.

[Signatures to follow]

IN WITNESS WHEREOF, the Bank and the County have caused this Amendment to be executed by their respective duly authorized officers, all as of the date first above written.

FIRST BANK

By: _____

Michael D. Coleman
Senior Vice President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

COUNTY OF COLUMBUS, NORTH CAROLINA

[SEAL]

By _____

Attest:

Ricky Bullard
Chair of the Board of Commissioners
of the County

Amanda B. Prince
Clerk to the Board of Commissioners
of the County

[COUNTERPART SIGNATURE PAGE TO SECOND AMENDMENT TO INSTALLMENT FINANCING CONTRACT]

AS EVIDENCED BY ITS SIGNATURE BELOW, THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA CONSENTS TO THIS AMENDMENT AND ANY FUTURE AMENDMENTS TO THE PAYMENT SCHEDULE RELATING TO EXTENDING THE DATE OF THE FINAL INSTALLMENT

By: _____

Sharon Edmundson
Secretary of the Local Government Commission of North
Carolina

[COUNTERPART SIGNATURE PAGE TO SECOND AMENDMENT TO INSTALLMENT FINANCING CONTRACT]

EXHIBIT A

PAYMENT SCHEDULE

<u>Installment Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Installment Payments</u>
7/1/2022	\$14,609,000.00		

EXTRACTS FROM MINUTES OF BOARD OF COUNTY COMMISSIONERS

The Board of Commissioners (the “Board”) for the County of Columbus (the “County”) held a regular meeting in the Dempsey B. Herring Courthouse Annex Building, located at 112 West Smith Street, Whiteville, North Carolina 28472, at 6:30 P.M. on February 7, 2022. The following Commissioners were:

Present: _____

Absent: _____

Commissioner _____ introduced the following Resolution which was read by title, and moved it be adopted:

RESOLUTION APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT WITH FIRST BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the County and First Bank (the “Lender”) previously entered into an Installment Financing Contract dated November 5, 2019 and a First Amendment to Installment Financing Contract dated as of October 1, 2021 (together, the “Original Contract,” and as amended by the Second Amendment and as may be further amended from time to time, the “Contract”) under which the Lender advanced funds for the purposes specified therein and the County covenanted to make Installment Payments and Additional Payments in consideration thereof; and

WHEREAS, the County and the Lender have determined to adjust the Payment Schedule as set forth in the Second Amendment; and

WHEREAS, the Lender and the County have determined to amend the Original Contract by entering into a Second Amendment to Installment Financing Contract (the “Second Amendment”), to make this and related changes; and

WHEREAS, there has been available at this meeting a draft of the form of the Second Amendment; and

WHEREAS, the Board of Commissioners wants to approve the Second Amendment and to authorize and ratify other actions in connection therewith; and

WHEREAS, capitalized terms used in this Resolution and not defined herein shall have the meanings given such terms in the Contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners as follows:

1. The Second Amendment, in the form submitted to this meeting, is hereby approved, and the Chair of the Board of Commissioners, the County Manager, the Finance Director, and the Clerk to the Board of Commissioners are each hereby authorized and directed to execute and deliver such document, on behalf of the County, with such changes, insertions or omissions as each may approve, the execution thereof by any of them to constitute conclusive evidence of such approval.

2. The Chair of the Board of Commissioners, the County Manager, the Finance Director, the Clerk to the Board of Commissioners and the County Attorney are each hereby authorized to take any and all such further action and to execute and deliver such other documents as may be necessary or advisable to carry out the intent of this Resolution and to effect the amendment of the Original Contract.

3. All actions of the County effectuating the proposed amendment of the Original Contract are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the documents referred to above.

4. This Resolution shall become effective immediately upon its adoption.

Commissioner _____ seconded the motion and the motion was adopted by the following vote:

AYES: _____

NAYS: _____

* * *

STATE OF NORTH CAROLINA)

COUNTY OF COLUMBUS)

I, AMANDA B. PRINCE, Clerk to the Board of Commissioners for the County of Columbus, DO HEREBY CERTIFY as follows:

1. A meeting of the Board of Commissioners for the County of Columbus, located in the State of North Carolina, was duly held February 7, 2022, such meeting having been noticed, held and conducted in accordance with all requirements of law (including open meetings requirements), and minutes of that meeting have been or will be duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of the Board of Commissioners.

2. The attached extract accurately reflects the actions taken by the Board of Commissioners with respect to the matters therein.

3. That extract correctly states the time when the meeting was convened and the place where the meeting was held and the members of the Board who attended the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the seal of the County as of _____, 2022.

(SEAL)

Clerk to the Board of Commissioners



April 1, 2022

Second Amendment to:

**Installment Financing Contract
Dated November 5, 2019
Between the County of Columbus, North Carolina
and First Bank**

Transcripts will be distributed following the closing to the following:

County of Columbus, North Carolina (the "County")
North Carolina Local Government Commission
Robinson, Bradshaw & Hinson, P.A.
First Bank (the "Bank")
Nexsen Pruet, PLLC

LIST OF DOCUMENTS

1. Certified copy of the Installment Financing Contract, dated as of November 5, 2019, between the County of Columbus, North Carolina (the "County") and First Bank (the "Bank").
2. Certified copy of the First Amendment to Installment Financing Contract, dated as of October 1, 2021, between the County and the Bank.
3. Executed copy of the Second Amendment to Installment Financing Contract, dated as of April 1, 2022, between the County and the Bank.

4. Copy, certified by the Clerk to the Board of Commissioners for the County to be a true copy, of the minutes of the meeting of the Board of Commissioners for the County on February 7, 2022.
5. Certificate of the County.
6. Certificate of the Bank.
7. Second Supplemental Tax Certificate.
8. Executed copy of Form 8038-G of the Internal Revenue Service.
9. Opinion of Amanda Prince, Esq., Staff Attorney.
10. Opinion of Robinson, Bradshaw & Hinson, P.A.

(1)

CERTIFICATE AS TO INSTALLMENT FINANCING CONTRACT

I, Amanda B. Prince, Clerk to the Board of Commissioners for the County of Columbus, North Carolina (the “County”), DO HEREBY CERTIFY that attached hereto is a true and correct copy of the Installment Financing Contract, dated as of November 5, 2019, between First Bank and the County.

WITNESS my hand as of the 1st day of April 2022.

Amanda B. Prince
Clerk to the Board of Commissioners for the County of
Columbus, North Carolina

(2)

CERTIFICATE AS TO FIRST AMENDMENT

I, Amanda B. Prince, Clerk to the Board of Commissioners for the County of Columbus, North Carolina (the “County”), DO HEREBY CERTIFY that attached hereto is a true and correct copy of the First Amendment to Installment Financing Contract, dated as of October 1, 2021 between First Bank and the County.

WITNESS my hand as of the 1st day of April 2022.

Amanda B. Prince
Clerk to the Board of Commissioners for the County of
Columbus, North Carolina

(5)

CERTIFICATE OF THE COUNTY

The undersigned officers of the County of Columbus, North Carolina (the “County”), DO HEREBY CERTIFY:

1. The County is a political subdivision of the State of North Carolina (the “State”) under the Constitution and laws of the State.

2. On February 7, 2022 the Board of Commissioners for the County passed a resolution (the “Resolution”) authorizing, among other things, the appropriate officials to the County to execute and deliver the Second Amendment to Installment Financing Contract dated April 1, 2022 (the “Amendment”) between the County and First Bank (the “Bank”). A true, complete and accurate copy of the Resolution is included in the transcript for the subject transaction.

3. The Resolution has not been amended or supplemented and is valid and in full force and effect on the date hereof.

4. The below-named persons were on the date of the execution of the Amendment and are on the date hereof the duly elected or appointed and qualified incumbents of the respective offices of the County set forth opposite their names and the signatures set forth opposite their names are their genuine signatures:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Ricky Bullard	Chair of the Board of Commissioners	_____
Edwin H. Madden, Jr.	County Manager	_____
Jay Leatherman	Finance Director	_____
Amanda B. Prince	Clerk to the Board of Commissioners	_____

5. To the best of our knowledge after reasonable investigation, the County is not in default under or in violation of (i) the Amendment or (ii) any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it or its properties are or may be bound, or to which it or any of its assets is subject, which default would have a material adverse effect on the condition, financial or otherwise, of the County. In addition, to the best of our knowledge after reasonable investigation, neither the execution and delivery of the Amendment nor compliance with the terms, conditions and provisions thereof will conflict in any material respect with or result in a breach of, or constitute a default under, any of the foregoing.

6. There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, or public board or body, pending of which the County has been served with a summons, summons and complaint or other notice of commencement or, to the best of our knowledge after reasonable investigation, threatened (i) contesting the existence or powers of the County or the titles of the officers of the County to their respective offices, (ii) seeking to prohibit, restrain or enjoin the collection of revenues by the County wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position of the County or the operation of its facilities or the validity or enforceability of the Amendment, or (iii) contesting or affecting the validity of the Amendment or the transactions contemplated thereby.

[Signatures on following page.]

WITNESS our hands as of the 1st day of April 2022.

Ricky Bullard
Chair of the Board of Commissioners

Edwin H. Madden, Jr.
County Manager

[Signature Page-General Certificate of the County-Columbus Second Amendment to 2019 Installment Financing Contract]

(6)

CERTIFICATE OF THE BANK

The undersigned officer of First Bank, (the “Bank”), in connection with the execution and delivery of the Second Amendment to Installment Financing Contract, dated April 1, 2022 (the “Amendment”), between the Bank and the County of Columbus, North Carolina (the “County”), hereby certifies with respect to the Amendment as follows:

1. The Amendment was executed on behalf of the Bank by the person whose name and office appears below. Such person was at the time of the execution of the Amendment and now is the duly qualified and acting incumbent of his or her office and was authorized to execute the Amendment. The signature appearing after the name of such person is a true and correct specimen of such person’s genuine signature.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Michael D. Coleman	Senior Vice President	_____

2. The Bank is authorized to act as counterparty under the Amendment and perform all of its obligations in connection therewith, and in so acting is not in violation of any provision of its articles of association or bylaws, any law, regulation or court or administrative order or any agreement or other instrument to which it is a party or by which it may be bound.

3. The Bank by proper corporate action has duly authorized the execution and delivery of the Amendment and the performance of the Bank’s obligations thereunder

[Signature on following page.]

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 1st day of April 2022.

FIRST BANK

By: _____
 Name: _____
 Title: _____

[Signature Page-Certificate of the Bank-Columbus County Second Amendment to 2019 Installment Financing Contract]

MOTION:

Commissioner McDowell made a motion to approve the draft minutes and second amendment, seconded by Commissioner Byrd. The motion unanimously passed.

Agenda Item #18: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS:

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

Zone I:	Jerome McMillian	Zone V:	Brent Watts
Zone II:	Chris Smith	Zone VI:	Ricky Bullard
Zone III:	Giles E. Byrd	Zone VII:	Charles T. McDowell
Zone IV:	Lavern Coleman		

COMMITTEE	ZONE/ EB	PERSON(S)	EXP. DATE	BOARD ACTION
Columbus County Animal Control	III	Millie Freeman (attendance)	07/17/2023	HOLD
Board of Health	V	Christy Perdue, MD	12/31/2021	RE-APPOINT

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

At 6:56 P.M., Commissioner Watts 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, seconded by Commissioner McDowell. The motion unanimously passed.

Agenda Item #19: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, AND V BOARD MEETING MINUTES:

A. January 18, 2022

MOTION:

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

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

At 7:02 P.M., Commissioner McDowell made a motion to adjourn the combination meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #20: COMMENTS:

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

A. Board of Commissioners:

1. **Commissioner Coleman** stated the following:
 - I would just like to thank everybody for working with us.
 - This cold snap we had with the bad weather, we seemed to have come out of it pretty good.
 - I appreciate everybody working together and I appreciate everything everybody does.

2. **Commissioner McDowell** stated the following:
 - It's good to see the folks here from Antioch.
 - Hopefully you'll see that we have tried to adhere to what we've tried to do and we'll continue to do so.
 - I would also like to make sure I reiterate Ms. Powell and make sure she's contacted because I know where she lives and I understand what she's talking about as far as Fruit Ridge Rd is concerned.
 - I don't think we've mentioned it but going through Whiteville, the Lewis Smith Shopping Center being demolished, it makes a world of difference when you're riding down Madison St to look and not see that over there.
 - I don't know who donated the land but I commend Whiteville for taking it and trying to make a Green Space out of it, I think it will make a big difference downtown.
 - I know that if you watch the news, they say that COVID is beginning to decrease, but I read an article today in the News Reporter that said in one week we had 12 people to die and over 600 positive cases.
 - So, yes it may be getting better but it's not gone, so please continue to use good judgment.

3. **Commissioner Smith** stated the following:
 - Mr. Madden, did you all get the email about the grant for applying for charging stations for hybrids and electric cars?
 - County Manager Eddie Madden:** No sir, not that I'm aware of. Could you forward that to us?
 - Commissioner Smith** stated the following:
 - I will.
 - It's an email to apply for grants to put in charging stations.
 - All of you please remember my wife, we go to Charlotte tomorrow, her cancer is back.
 - We don't know what to expect, but keep her in your prayers please.

4. **Vice Chairman McMillian** stated the following:
 - Commissioner Smith we definitely will remember you in our prayers.
 - We hope things will turn out good for you.
 - I'm grateful for the strides that we've made in the past year.
 - Seems like when I first came on the Board, trying to get water was mission impossible but in the past year or so, we've been making some waves.
 - I would love to see everybody in the county who wants water to get it, but that's not going to stop us from pushing on and being fair to everyone.
 - I think that things are going on pretty smooth right now.
 - I would like to thank the staff and all the county employees that are working hard and everybody that's been working together.

-Like I've said before, if we work together we can accomplish a lot more than working against each other.

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

-I want to bounce off of that a little bit Commissioner McMillian.

-We might need to apply for some infrastructure for the county and go ahead and use that money to put in the water system.

-At some point in time, we're going to have to start looking at some sewer.

-I don't know when, where or how, but we're going to have to because we're hoping we're going to have a lot of growth and then where is it going to go?

-It can't all go to Tabor City or Wilmington or Brunswick County so we need to maybe talk about that on the 15th at our workshop.

-I was hoping Mr. Dockery would hang around, sediment ponds or basins, do any of you know what I'm talking about.

-If you're doing a development, you have to have it, but then after they get it, it doesn't seem like they look after it.

-If you go out to the back of Tractor Supply or Food Lion, all that work was put in to those basins and now they're growing up with bushes and trees.

-Who's responsible?

-If they're mandated to be put there to specs, but then there's nothing ever done after that.

Dr. Gary Lanier: The North Carolina Department of Environmental Quality. Those basins are supposed to be cleaned out and the sludge sent to a landfill on a periodic basis. I can't tell you whether that's every 3 years, 5 years or 7 years, but there are administrative rules.

Commissioner Byrd stated the following:

-But when you see pine trees growing in there as big as your leg you don't think it's being taken care of do you?

-Somebody needs to notify them.

Dr. Gary Lanier: I can check with the people at the DEQ office in Wilmington just to confirm that hasn't been changed. It may have been changed and that happens a lot. You know, sometimes you have bad rules in place and they get fixed and sometimes you have good rules in place and they're canceled.

Commissioner Byrd stated the following:

-The reason I brought it up is I've had some folks say they feel like they were flooded because the basin is not cleaned and the water is not filtering through like it should, so therefore it's backing up and flooding them.

6. **Chairman Bullard** stated the following:

-I just want to thank everybody for what you're doing and to keep moving forward and we'll keep making progress.

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

-Just a couple of things and thank you again for the opportunity.

-I do want to remind you of the ground-breaking ceremony, this Thursday, February 10th for the Tabor City School Project at 11:00 A.M., so please mark your calendars for that.

-Later that afternoon, Mr. Nick West and the EMS Consultants Study Group have asked for the Commissioners, myself, Mr. West, Darren Currie from the Town and Sheriff Greene to participate in an interview.

-If you're available, it will be 3:00 P.M., Thursday afternoon at our new office, please plan to attend that if you can.

-It will be an interview format, as I understand, so they will be trying to glean information from you about the current and future needs of the EMS program.

-Mr. West sent an email out to you today with more details than I have described here.

-A reminder of the 15th, Board Retreat, 9:00 A.M., Vineland Station.

-We will begin promptly at 9:00.

-We will address some of your concerns about water.

-I want to remind the Board that you all previously approved the use of the American Rescue Funds, the \$10.8 million dollars that was awarded to the County, \$8.5 million to go towards future water projects.

-So, there are a number of projects that are in the queue, that involve not only water line extensions but also the placement of additional wells, and we have maps available if you would like to review those at any time we can share those with you.

-In addition to that, we are applying for the ARPA funding, the application deadline is May 2nd and that will be a significant application that we will be submitting for additional funding for water, sewer and storm water, which is an eligible activity this year.

-So again, we're trying to address, systematically the long-term needs of the county, recognizing that it will take many years to reach everyone but with the help of federal and state funding that we have received or will be applying for we can do it more aggressively.

-I do want to thank this Board and the town of Lake Waccamaw for the Interlocal Agreement approved this evening.

-Some hard work went into that and it took some rational thinking and a meeting of the minds if you will, to come up with something that would work for both parties.

-And so you all and the Lake Waccamaw Board are to be commended for reaching such an agreement.

-Our hope is that not only will the multi-use path project be constructed with the state funds that we've received but that this county will help, not only Lake Waccamaw, but other municipalities in the future with any infrastructure, water, sewer needs that they have.

-So, we're very excited to partner with the Town of Lake Waccamaw and seeing the multi-use path project come to fruition.

-I just want to commend the Board for your foresight there and that's all I have.

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

At 7:14 P.M., Commissioner McDowell made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S. § 143-318.11 (A)(3) Attorney-Client privilege and (6) Personnel, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #21: CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE and (6) PERSONNEL:

No official action was taken.

ADJOURN CLOSED SESSION and resume REGULAR SESSION:

At 8:18 P.M., Commissioner Coleman made a motion to adjourn Closed Session and resume Regular Session, seconded by Commissioner Smith. The motion unanimously passed.

READING and APPROVAL of CLOSED SESSION GENERAL ACCOUNT:

Chairman Bullard requested Amanda Prince, Staff Attorney, to orally read the Closed Session General Account. Ms. Prince orally stated the following: "The County Commissioners discussed personnel matters and pending legal matters with the County Manager and Board Attorney. No action was taken by the Board."

MOTION:

Commissioner Byrd made a motion to accept the Closed Session General Account, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #22: APPROVAL OF WORKER'S COMPENSATION SETTLEMENT:

MOTION:

Commissioner Coleman made a motion to accept the Worker's Compensation settlement that Workers' Comp pay Mr. Edward Davis \$65,000 upon his resignation from his position with the county, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #23: ADJOURNMENT:

At 8:21 P.M., Commissioner Smith made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed. These minutes were recorded and typed by LaToya Williams.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

INTENTIONALLY

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**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, February 7, 2022
6:56 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District I Board.

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Boyd Worley, **Board Attorney**
Amanda B. Prince, **Staff Attorney/Clerk to Board**

APPOINTEES ABSENT (EXCUSED):

Jay Leatherman, **Finance Director**

MEETING CALLED TO ORDER:

At 6:56 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District I Board Meeting to order.

Agenda Item #19: COLUMBUS COUNTY WATER and SEWER DISTRICT I BOARD MEETING MINUTES:

A. January 18, 2022 Columbus County Water and Sewer District I Board Meeting

MOTION:

Commissioner Smith made a motion to approve the January 18, 2022 Columbus County Water and Sewer District I Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 7:02 P.M., Commissioner McDowell made a motion to adjourn, seconded by Commissioner Smith. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, February 7, 2022
6:56 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District II Board.

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Boyd Worley, **Board Attorney**
Amanda B. Prince, **Staff Attorney/Clerk to Board**

APPOINTEES ABSENT (EXCUSED):

Jay Leatherman, **Finance Director**

MEETING CALLED TO ORDER:

At 6:56 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus county Water and Sewer District II Board Meeting to order.

Agenda Item #19: COLUMBUS COUNTY WATER and SEWER DISTRICT II BOARD MEETING MINUTES:

A. January 18, 2022 Columbus County Water and Sewer District II Board Meeting

MOTION:

Commissioner Smith made a motion to approve the January 18, 2022 Columbus County Water and Sewer District II Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 7:02 P.M., Commissioner McDowell made a motion to adjourn, seconded by Commissioner Smith. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, February 7, 2022
6:56 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District III Board.

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Boyd Worley, **Board Attorney**
Amanda B. Prince, **Staff Attorney/Clerk to Board**

APPOINTEES ABSENT (EXCUSED):

Jay Leatherman, **Finance Director**

MEETING CALLED TO ORDER:

At 6:56 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus county Water and Sewer District III Board Meeting to order.

Agenda Item #19: COLUMBUS COUNTY WATER and SEWER DISTRICT III BOARD MEETING MINUTES:

A. January 18, 2022 Columbus County Water and Sewer District III Board Meeting

MOTION:

Commissioner Smith made a motion to approve the January 18, 2022 Columbus County Water and Sewer District III Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 7:02 P.M., Commissioner McDowell made a motion to adjourn, seconded by Commissioner Smith. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, February 7, 2022
6:56 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District IV Board.

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Boyd Worley, **Board Attorney**
Amanda B. Prince, **Staff Attorney/Clerk to Board**

APPOINTEES ABSENT (EXCUSED):

Jay Leatherman, **Finance Director**

MEETING CALLED TO ORDER:

At 6:56 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus county Water and Sewer District IV Board Meeting to order.

Agenda Item #19: COLUMBUS COUNTY WATER and SEWER DISTRICT IV BOARD MEETING MINUTES:

A. January 18, 2022 Columbus County Water and Sewer District IV Board Meeting

MOTION:

Commissioner Smith made a motion to approve the January 18, 2022 Columbus County Water and Sewer District IV Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 7:02 P.M., Commissioner McDowell made a motion to adjourn, seconded by Commissioner Smith. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, February 7, 2022
6:56 P.M.

The Honorable Columbus County Commissioners met on the above stated date and time at the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District V Board.

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
 Boyd Worley, **Board Attorney**
 Amanda B. Prince, **Staff Attorney/Clerk to Board**

APPOINTEES ABSENT (EXCUSED):

Jay Leatherman, **Finance Director**

MEETING CALLED TO ORDER:

At 6:56 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus county Water and Sewer District V Board Meeting to order.

Agenda Item #19: COLUMBUS COUNTY WATER and SEWER DISTRICT V BOARD MEETING MINUTES:

A. January 18, 2022 Columbus County Water and Sewer District V Board Meeting

MOTION:

Commissioner Smith made a motion to approve the January 18, 2022 Columbus County Water and Sewer District V Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 7:02 P.M., Commissioner McDowell made a motion to adjourn, seconded by Commissioner Smith. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman