

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**  
**Monday, February 21, 2022**  
**5:00 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**  
 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**

**COMMISSIONERS ABSENT (EXCUSED):**

Chris Smith

**Agenda Items #1:**

**MEETING CALLED to ORDER:**

At 5:03 P.M. Chairman Ricky Bullard called the Monday, February 21, 2022 Columbus County Board of Commissioners Regular Session Meeting to order.

**RECESS REGULAR SESSION and enter into CLOSED SESSION IN ACCORDANCE with N.C.G.S. § 143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE and (5)(i) REAL ESTATE:**

At 5:05 P.M., Commissioner Coleman 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 (5)(i) Real Estate, seconded by Commissioner Watts. The motion unanimously passed.

**Agenda Item #2: CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE and (4) ECONOMIC DEVELOPMENT:**

No official action was taken.

**READING and APPROVAL of CLOSED SESSION GENERAL ACCOUNT:**

Chairman Bullard requested Boyd Worley, Board Attorney, to orally read the Closed Session General Account. Mr. Worley orally stated the following: "The County Commissioners discussed two pending litigations, and one potential litigation with attorneys and Real Estate acquisition with the County Manager and attorneys. No action was taken by the Board."

**MOTION:**

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

**RECESS CLOSED SESSION and resume REGULAR SESSION:**

At 6:10 P.M., Commissioner Byrd made a motion to recess Closed Session and resume Regular Session, seconded by Vice Chairman McMillian. The motion unanimously passed.

**6:30 P.M.**

**PUBLIC HEARING – Subdivision Regulations Ordinance:** the purpose of this Public Hearing is to receive public comments regarding an amendment to the Columbus County Subdivision Regulations Ordinance.

**PUBLIC HEARING OPENED:**

At 6:30 P.M., Chairman Bullard called the Public Hearing to order and stated that this is for the Subdivision Regulations Ordinance. The purpose of the public hearing is to receive oral and written comments from the public regarding a text amendment to 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 storm water management guidelines of the North Carolina Department of Environmental Resources and the Columbus County Planning Board.

**COMMENTS:**

No comments.

**PUBLIC HEARING CLOSED:**

At 6:32 P.M., the Public Hearing was closed.

**6:30 P.M.**

**PUBLIC HEARING – Land Use Regulations Ordinance:** the purpose of this Public Hearing is to receive public comments regarding an amendment to the Columbus County Land Use Regulations Ordinance.

**PUBLIC HEARING OPENED:**

At 6:33 P.M., Chairman Bullard called the Public Hearing to order and stated that this is for the Land Use Regulations Ordinance. The purpose of the public hearing is to receive oral and written comments from the public regarding a text amendment to 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.

**COMMENTS:**

No comments.

**PUBLIC HEARING CLOSED:**

At 6:35 P.M., the Public Hearing was closed.

**Agenda Items #4 AND #5: INVOCATION and PLEDGE of ALLEGIANCE:**

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

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

A. February 7, 2022 Regular Session

**MOTION:**

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

**Agenda Item #7: APPROVAL of FEBRUARY 21, 2022 AGENDA and TAX REFUNDS and RELEASES:**

**MOTION:**

Commissioner Byrd made a motion to approve the agenda and tax refunds and releases and add Agenda Item #8a: Administration – Approval of Columbus County 911 Contract with Coastal Architecture PLLC, seconded by Vice Chairman McMillian. The motion unanimously passed.

**Agenda Item #8: PUBLIC INPUT:**

Chairman Bullard opened the floor for Public Comment.

**Kris Hanks, 344 Hewett Drive, Whiteville NC 28472,** stated the following:

-I'm a proud citizen of Columbus County and I just want to thank you all on the Board and our Attorneys as well as the County Manager for taking things very seriously.

-In regards to our Antioch subdivision issues that we've been having and ongoing we appreciate you hearing us and working towards a solution.

-We appreciate you taking into consideration that it's not just Antioch, it's all of Columbus County.

-It's in our area right now but it could be yours tomorrow.

- So, when we're thinking about these things, I just want to refresh everybody's memory that it's a lot of wells, a lot of septic tanks, all on one road, concentrated in one area.
- It looks like, as we talked before, a better solution would be a subdivision in an area where there's public sewer and water, and a place where the roads are more designed to handle the traffic that would bring to our neighborhood.
- So, again, I thank each one of you and as a farm owner in that area, it will affect me, my crops and my fields, but more importantly it's going to affect the future of my son and his life and his family.
- So, I thank you for hearing me and thank you guys for all that you're doing, and I mean that sincerely.
- I hope all of you remain in good health and that we can come to a conclusion that is amicable for everybody.
- Thank you.

**Lyndon Merritt, 147 Antioch Church Rd, Whiteville NC 28472**, stated the following:

- First, I would like to say that I appreciate the backbone that I've seen from you fellows right now, in the face of a lot of opposition.
- Whether it's the threat of lawsuits or whatever.
- From what I understand you all are willing to fight for the citizens of this county and that's what you were elected to do.
- And by God's grace, mercy and strength, you're doing that.
- We, as a community of Antioch, appreciate it very much, so keep fighting.
- Because, it's not just Antioch, as Mr. Kris said earlier, this is for every citizen of Columbus County that you've been voted into office to represent.
- Developers, we want it, but we want it done right, we want it done correctly, we want it done in harmony with the existing communities that we have.
- This is our home, this is your home, and we just really appreciate the fact that you're willing to take that step to say, "you know you're not going to threaten us, you're not going to walk over us, and we're going to represent our people".
- We appreciate that very much.
- Remember, duplexes, triplexes, quadriplexes, are not in harmony in farming rural communities.
- The roads are not equipped for that, when you have farm equipment and tractors on these small roads, when you're going to put an influx of two to three hundred to possibly five to six hundred people on this road overnight.
- In the country where we live, and you guys are working on it, but unfortunately county water and county sewer aren't there.
- With triplexes and quadriplexes and that many people on a small piece of property, with that much sewer run-off would be detrimental to the surrounding farmlands.
- You have to keep federal wetlands in perspective too.
- I don't know if anybody has checked on that, but you don't normally touch federal wetlands.
- A lot of property in Columbus County is in low lying areas and a lot of those properties are federally protected wetlands.
- A lot has to be done to change that and these developers need to know that and they need to abide by the law.
- If other counties can do it, we can too.

**Joey Brown, 866 Old Tram Rd, Whiteville, NC 28472**, stated the following:

- I appreciate you folks looking out for us.
- When Abraham Lincoln gave the Gettysburg Address, it let us know that you all have been elected by the people, of the people, and the government is supposed to be for the people.
- And, that's how we expect you all do deal with this, is to go for the people.
- Not just for this person here, or this person here but to go for the people.
- In the Antioch community, have you all looked at that piece of property?
- That piece of property will not hold all those houses they're supposed to build.
- It's not equipped for it.
- The wells that are in that community, I already had to put down another well, and the older people that are in that community, they are on fixed income, and they won't be able to afford to put down another well.
- So what will happen to them?
- We don't have county water or county sewer so will they just have to go without water?
- So we need to think about not just one person, one individual, but we need to think about everyone that's in our communities.
- Somebody may be getting a lot of money to develop this property, but what about the poor people?
- What about the ones who can't afford it?
- What's going to happen to them?
- Thank you.

**The following email was read by Board Attorney Boyd Worley:**

Public Comment Regarding FOCUS Broadband in Columbus County

Commissioners,

I would like to know why FOCUS Broadband is excluding apartment complexes in Columbus County by NOT providing High-Speed Internet?

If this Resolution/Agreement pertains only to businesses, I would still appreciate knowing why apartment complexes are being left out.

Thank you,

**Doris A. Strickland**  
**P.O. Box 282**  
**105 Forest Edge Circle 1A**  
**Tabor City, NC 28463**

**Agenda Item #8a: ADMINISTRATION – APPROVAL of COLUMBUS COUNTY 911 CONTRACT with COASTAL ARCHITECTURE PLLC:**

County Manager Eddie Madden requested Board Approval for the Columbus County 911 Center Preliminary Study and Grant Assistance Project to be performed by Coastal Architecture PLLC.



**Standard Short Form of Agreement Between Owner and Architect**

AGREEMENT made as of the seven day of February in the year two thousand twenty two  
*(In words, indicate day, month and year.)*

BETWEEN the Owner:  
*(Name, legal status, address and other information)*

Columbus County  
 111 Washington Street  
 Whiteville, NC

and the Architect:  
*(Name, legal status, address and other information)*

Coastal Architecture pllc  
 4206 Bridges Street  
 Suite C  
 Morehead City, NC

for the following Project:  
*(Name, location and detailed description)*

Columbus County 911 Center Preliminary Study and Grant Assistance  
 131 W. Webster Street  
 Whiteville, NC

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
 The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.  
 This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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**ARTICLE 1 ARCHITECT'S RESPONSIBILITIES**

The Architect shall provide preliminary study services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Preliminary Planning Study will be Architectural only by Coastal Architecture with Grant Assistance provided by Mission Critical Partners are included in this contract. No other engineering services are part of this contract

During the Preliminary Study Phase, the Architect shall review the Owner's scope of work, and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a Preliminary conceptual design, which will be initial space planning only. Also as part of this contract Grant assistance will be provided as described in Article 7.

**ARTICLE 2 OWNER'S RESPONSIBILITIES**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services.

**ARTICLE 3 USE OF DOCUMENTS**

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

**ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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**ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect's Compensation shall be:

\$49,500.00

The Owner shall pay the Architect an initial payment of zero (\$ 0 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

*(Paragraph deleted)*

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest from the date payment is due at the rate of one percent ( 1 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; and the extension of the Architect's Article 1 services beyond twelve ( 12 ) months of the date of this Agreement through no fault of the Architect.

**ARTICLE 7 OTHER PROVISIONS**

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
ARCHITECT (Signature)

Lee Dixon AIA President Coastal Architecture pllc  
\_\_\_\_\_  
(Printed name, title, and license number, if required)

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### PAGE 1

AGREEMENT made as of the seven day of February in the year two thousand twenty two

...

Columbus County  
111 Washington Street  
Whiteville, NC

...

Coastal Architecture pllc  
4206 Bridges Street  
Suite C  
Morehead City, NC

...

Columbus County 911 Center Preliminary Study and Grant Assistance  
131 W. Webster Street  
Whiteville, NC

### PAGE 2

The Architect shall provide ~~architectural~~ preliminary study services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Preliminary Planning Study will be Architectural only by Coastal Architecture with Grant Assistance provided by Mission Critical Partners are included in this contract. No other engineering services are part of this contract

During the ~~Design Preliminary Study~~ Phase, the Architect shall review the Owner's scope of work, ~~budget and schedule~~ and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a ~~design, which shall be set forth in drawings and other documents~~ appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare ~~Construction Documents~~ indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in ~~filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.~~

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~~During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement. Preliminary conceptual design, which will be initial space planning only. Also as part of this contract Grant assistance will be provided as described in Article 7.~~

...

~~The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. Project. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.~~

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~~\$49,500.00~~

~~The Owner shall pay the Architect an initial payment of zero (\$ 0 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.~~

~~The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus percent ( % ).~~

~~Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest from the date payment is due at the rate of one percent ( 1 % ) monthly, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.~~

~~At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve ( 12 ) months of the date of this Agreement through no fault of the Architect.~~

...

This Contract is limited to the following services:

- Review of the Building program for this existing building
- Provide a conceptual space planning layout to show the feasibility of the planned spaces in the existing building
- Mission Critical Partners, LLC (MCP) will provide professional consulting services to Columbus County (County) in preparation for a Grant Request in accordance with North Carolina General Statute 143B-1407, PSAP[1] Grant and Statewide 911 Project Account.  
The services related to the grant application, including the following:

- Grant Workshop
- MCP will attend in concert with the County the mandatory grant workshop on March 24, 2022 (signup necessary by March 18, 2022).
- Grant Application
- MCP will assist with preparation of the grant application, to include the aspects below.
- Project description
- Statement of need

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- How the project fits within the County's long-term
- Implementation strategy and work plan
- Project timelines, space needs, and technology plan
- Investment justification
- Financial data
- Detailed list of expenditures for the project (e.g., space needs, technology)
- MCP will assist the County in obtaining quotes from vendors to determine budget estimates
- Grant Presentation
- Following the electronic submission of the grant application by the County, MCP will assist the County team in preparing for the standard grant presentation, MCP will offer guidance and suggestions for the format and content of the presentation.
- While MCP is allowed to attend the grant presentation, we can only offer technical support if the County is unable to answer a question, MCP is not allowed to present.

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Lee Dixon AIA President Coastal Architecture pllc

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**Certification of Document's Authenticity**  
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I, Lee Dixon, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:05:25 ET on 02/18/2022 under Order No. 2114291980 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
 (Signed)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Dated)

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**MOTION:**

Commissioner McDowell made a motion to approve the contract with Coastal Architecture PLLC, seconded by Commissioner Byrd. The motion unanimously passed.

**Agenda Item #9: Employee Spotlight – Lyn Ward:**

County Manager Eddie Madden spotlighted Columbus County Library Business Officer/Branch Coordinator Ms. Lyn Ward.

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

- Tonight we would like to recognize Ms. Lyn Ward as the Employee Spotlight recipient.
- Ms. Ward has worked for the Columbus County Library System since 1995.
- She was nominated for this recognition by Mr. Morris Pridgen, Library Director, who is also here this evening.
- Ms. Ward coordinates timesheets, payroll, maintenance, repairs, and she's responsible for all the stocking of materials and supplies that reach the various libraries across the county.
- She also helps maintain the budget for the library.
- It is said that Ms. Ward goes above and beyond her job, as an example, she assists with the Children's Department on Monday nights and Saturdays, and she is also a Board member with the Columbus County Literacy Council.
- I've been told she is a very good mother and grandmother and we appreciate those things as well.
- So, please help me as we recognize Ms. Lyn Ward as tonight's Employee Spotlight recipient.

**Agenda Item #10: Resolution – Approval of Resolution of Support for FOCUS Broadband (formerly ATMC) to Increase High-Speed Internet in Columbus County:**

Kris Ward, Director of Business Development, requested Board Approval.

**RESOLUTION of SUPPORT for FOCUS BROADBAND for the PROPOSED INCREASE of HIGH-SPEED INTERNET in COLUMBUS COUNTY**

**WHEREAS**, the internet we have been provided by Focus Broadband has been advantageous to our citizens, businesses, schools and school children; and

**WHEREAS**, Columbus County has underserved areas with no internet which has been crippling to our citizens, and especially school children with their homework based on internet service; and

**WHEREAS**, faster internet service would greatly improve the length of time that it takes for the tasks that are being performed, and provide quicker responses that are needed in a timely situation; and



**WHEREAS**, dependable internet service aids the users in accomplishing what they need to do in a timely manner, and provides much useful and needed information.

**NOW, THEREFORE, BE IT RESOLVED**, the Columbus County Board of Commissioners supports and encourages Focus Broadband to provide high-speed internet to Columbus County and to serve the areas which are not afforded the service, and we support any grants they need to apply for.

APPROVED and ADOPTED this the 21<sup>st</sup> day of February, 2022.

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**

/s/ **RICKY BULLARD, Chairman**  
 /s/ **CHRIS SMITH**  
 /s/ **LAVERN COLEMAN**  
 /s/ **CHARLES T. MCDOWELL**  
 /s/ **BOYD WORLEY, Board Attorney**

/s/ **JEROME MCMILLIAN, Vice Chairman**  
 /s/ **GILES E. BYRD**  
 /s/ **BRENT WATTS**  
 /s/ **EDWIN H. MADDEN, Jr., Manager**  
 /s/ **LATOYA WILLIAMS, Deputy Clerk**

TELEPHONE  
910-640-6630

*Columbus County*

ADMINISTRATION



TELEFAX  
910-640-1654

February 21, 2022

In Re: **Letter of Recommendation**

TO WHOM IT MAY CONCERN:

I support FOCUS Broadband in their efforts to obtain the grant funds necessary to build a fiber optic network capable of bringing faster internet services to the citizens of Columbus County, North Carolina.

As an elected representative of Columbus County, I know firsthand the impact that not having adequate high-speed internet has had on our citizens. Columbus County is a tier one rural county. As such, we are missing out on critical educational and economic opportunities that are afforded to those areas with high speed internet. High-speed internet opens the door of possibility for communication, education, commerce and more. We have been put at a great disadvantage for far too long.

As a proponent of local business growth, I know that access to fiber optics is essential in attracting new businesses to our area and retaining current business. By bringing fiber optic service to more areas of Columbus County, businesses would have greater opportunity to blossom in our community.

FOCUS Broadband is a strong cooperative that has served Brunswick County for more than sixty (60) years. The reputation in the community speaks volumes to their commitment to quality and services. Through other grants, FOCUS Broadband was able to bring fiber to small areas in Columbus County over the last years. These areas have thrived with their access to Atlantic Telephone Membership's fiber network, and I am certain other communities in our county would do the same, if given the same opportunity.

Thank you for your consideration of this **Letter of Recommendation**.

Sincerely,

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**

JM/nkc

Administrative Building  
127 W. Webster St. • Whiteville, NC 28472

**MOTION:**

Commissioner Byrd made a motion to Approve the resolution, seconded by Commissioner Coleman. The motion unanimously passed.

**Agenda Item #11: AGREEMENT – APPROVAL OF PARTNERSHIP AGREEMENT BETWEEN FOCUS BROADBAND (FORMERLY ATMC) AND THE COUNTY OF COLUMBUS:**

Kris Ward, Director of Business Development, requested Board Approval.

STATE OF NORTH CAROLINA            )  
   )  
   )       PARTNERSHIP AGREEMENT

THIS AGREEMENT, entered into this the \_\_\_ day of \_\_\_\_\_, 2022, among Atlantic Telephone Membership Corporation (dba. FOCUS Broadband), a nonprofit entity, located at 640 Whiteville Road, Shallotte, North Carolina 28459 and Columbus County, a political subdivision of North Carolina, whose principal address is located at 127 W. Webster Street, Whiteville, NC 28472; with each of the parties acting by and through its authorized representatives and in accordance therewith, the parties acknowledge, recite, and agree as follows:

RECITALS:

1. The purpose and spirit of this Agreement is to facilitate the engineering, construction, and installation of high-speed broadband facilities and opportunities within Columbus County. It is the intent and purpose of entering into this Agreement to provide, promote, construct, engineer, and operate high speed broadband services within Columbus County through the collaborative efforts, initiatives, and undertaking of each of the above-named entities.
2. It is understood and agreed that FOCUS Broadband shall design, engineer, construct and enter into the appropriate steps, initiatives, and applications with the appropriate state and federal regulatory agencies and facilitating partners including, but not limited to NC Great Grant for the service territories within Columbus County, North Carolina, and in accordance with the plans and purposes of FOCUS Broadband and Columbus County Government, which shall be developed in a collaborative and cooperative manner.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and purposes as above set forth, the parties hereto agree and acknowledge the following:

1. FOCUS Broadband will design and apply for a NC Great Grant for service territories within Columbus County, North Carolina that are unserved. (An unserved area is defined as "being where inhabitants or businesses do not have access to high-speed broadband services.")
2. It is the objective, mission, and intent of this Agreement that FOCUS Broadband will endeavor to maximize the number of unserved addresses to be included in the grant application.
3. FOCUS Broadband shall cover all costs associated with the submission of the grant applications and will cover any additional costs beyond the grant application as may be necessary to provide services and fulfill the grant obligations.

4. As part of this Partnership Agreement, in the event a NC GREAT Grant is awarded to FOCUS Broadband through the NC GREAT Grant program, Columbus County agrees to provide a 50% project match up to \$821,100 in matching funding contributions with 100% of those funds coming from funds designated for broadband expansion and received by the county through the American Rescue Plan Act (ARPA). For clarity, these funds are only obligated should FOCUS Broadband receive an award through the NC GREAT Grant program in the first round of the NC GREAT Grant program for 2022.
5. Columbus County shall provide FOCUS Broadband with a Deed of Easement on county-owned land for the express purposes of constructing and maintaining a fiber optic switching office, otherwise known as an OLT (Optical Line Termination) site positioned on portions of tax parcels 102075 and 102076 located at the former Acme-Delco Middle School football field to be used to facilitate the expansion of broadband internet services in Columbus County for the purposes of meeting the intent and mission of this Agreement. Columbus County shall provide FOCUS Broadband with a Deed of Easement on county-owned land for the express purposes of constructing and maintaining a fiber optic switching office, otherwise known as an OLT (Optical Line Termination) site positioned on portions of tax parcel 018909 located at the Columbus County water tower site near the intersection of Sam Potts Hwy (SR 214) and Hallsboro Road South (SR 1001) to be used to facilitate the expansion of broadband internet services in Columbus County for the purposes of meeting the intent and mission of this Agreement.
6. It is further agreed that the intent and purpose of this Agreement is for the sole purpose of enabling broadband access in unserved and underserved areas wherein inhabitants or businesses do not have access to high-speed broadband services as of the date of this Agreement. It is acknowledged and agreed that upon the energizing and ability to deploy and maintain high speed broadband services, that FOCUS Broadband shall assume and remain the sole operating business entity of the high-speed broadband services within the above-identified territories, and nothing in this Agreement shall constitute a joint operating agreement in terms of costs or revenue sharing upon completion of this project.
7. FOCUS Broadband shall comply with all safety and federal, state, and local construction requirements applicable to the installation, deployment, and rendition of high-speed broadband services.
8. Each party will hold the other harmless from any and all claims, including costs, attorney fees, expenses, and damages which may occur as a result of any action, activity, negligence, and/or conduct committed by its employees arising from any third party out of the rendition of high-speed broadband services.
9. This Agreement shall be construed in accordance with the laws of the State of North Carolina and shall be binding upon the parties hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first written above.

\_\_\_\_\_(SEAL)  
Michael K. Holden  
CEO/General Manager  
Atlantic Telephone Membership Corp.  
640 Whiteville Road  
Shallotte, North Carolina 28459

\_\_\_\_\_(SEAL)  
Ricky Bullard  
Chairman  
Columbus County Commissioners  
127 W. Webster Street  
Whiteville, North Carolina 28472

**MOTION:**

Commissioner Byrd made a motion to approve the partnership agreement, seconded by Commissioner McDowell. The motion unanimously passed.

**Agenda Item #12: AIRPORT – GRANT AGREEMENT BETWEEN THE NCDOT AND COLUMBUS COUNTY:**

Phil Edwards, Airport Director, requested Board Approval.



**GRANT AGREEMENT**

STATE AID TO AIRPORTS BLOCK GRANT  
BETWEEN  
THE N. C. DEPARTMENT OF TRANSPORTATION,  
AN AGENCY OF THE STATE OF NORTH CAROLINA  
AND  
COLUMBUS COUNTY  
AIRPORT: COLUMBUS COUNTY MUNICIPAL  
PROJECT NO: 36237.53.17.1

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and COLUMBUS COUNTY, the public agency owning the COLUMBUS COUNTY MUNICIPAL AIRPORT (hereinafter referred to as "Sponsor").

This agreement shall be effective on \_\_\_\_\_ and shall terminate on MAY 30 2023 with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

**WITNESSETH**

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012*;

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non-Primary Entitlement funds.

WHEREAS, the Sponsor has made a formal application dated JANUARY 7, 2022 to the Department for Non-Primary Entitlement funds for the COLUMBUS COUNTY MUNICIPAL AIRPORT; and

WHEREAS, a grant in the amount of \$34,002 not to exceed 90 percent of the federal share of the final, eligible project costs of \$37,780 has been approved subject to the conditions and limitations herein; and

WHEREAS, the Non-Primary Entitlement funds will be used for the following approved project:

### TERMINAL BUILDING CONCEPT STUDY

NOW THEREFORE, the Sponsor and the Division of Aviation ("Division") do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.

3) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

4) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook* and the *Federal Assurances and Certifications*.

#### APPENDIX A6.4.1 TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
  
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**APPENDIX A6.4.2  
TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (Exhibit A attached hereto or other exhibit describing the transferred property) and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX A6.4.3  
TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE  
ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will thereupon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### APPENDIX A6.4.4

#### TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will thereupon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### APPENDIX A6.4.5

#### TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT  
THE DAY AND YEAR FIRST WRITTEN BELOW:

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:**

BY: \_\_\_\_\_  
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: \_\_\_\_\_

**AUTHORIZED SIGNATURE FOR SPONSOR**

**(Approving Authority Board Member or Local Governing Official):**

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)  
(Approving Authority Board Member or Local Governing Official):

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS**

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval from the Department prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

A-9. The Sponsor is responsible for maintaining an active System for Award Management (SAM) Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 CFR 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Sponsor shall not be able to do any grant related business with the FAA, including the obligation and/or

payment of Federal grant funds, and FAA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

A-10. The Sponsor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or company-rented vehicles, or government owned, leased, or rented vehicles, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010). This includes, but is not limited to, the Sponsor: (1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving; (2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and (3) encouraging voluntary compliance with the agency's text messaging policy while off duty. The Sponsor is encouraged to insert the substance of this clause in all contracts.

### **SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION**

B-1. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Grant Execution and Notice to Proceed" for undertaking the project. All plans (and alternate) shall be supported by the engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-2. Bids will be taken in accordance with G.S. § 143-129 and all applicable NCDOT policies. The Department will approve or reject the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-3. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-4. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30, and December 31.

B-5. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

### **SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT**

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under "Federal Acquisition Regulations 1-31.6, 48 CFR, 2 CFR 200.333, and OMB Circular A-87 and also referenced in the *North Carolina Airports - Program Guidance Handbook* and the *Airport Improvement Program Handbook*.

C-2. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-3. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from the Department to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's advance payment and provide proof of payment (payment verification).

**MOTION:**

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

**Agenda Item #13: SOUTHEASTERN COMMUNITY COLLEGE – PRESENTATION OF ECONOMIC ANALYSIS STUDY PERFORMED BY EMSI BURNING GLASS:**

Dr. Chris English, Southeastern Community College President presented findings to the Board.





What is an  
**ECONOMIC IMPACT ANALYSIS?**  
Measures how an event or institution affects the local economy



What is an  
**INVESTMENT ANALYSIS?**  
A comparison of the costs and benefits to determine the return on investment

## Local Impact

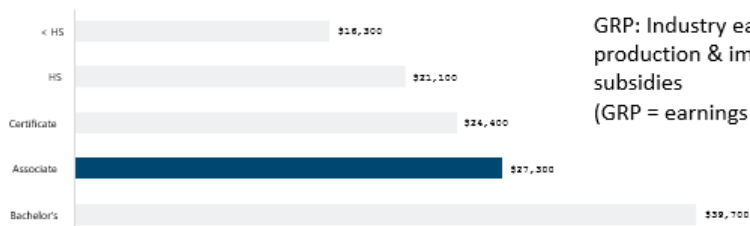
- College Spending
- Student Spending
- Alumni Spending

## Investment Analysis

- Student
- Taxpayer
- Social

### About Columbus County

AVERAGE EARNINGS BY EDUCATION LEVEL



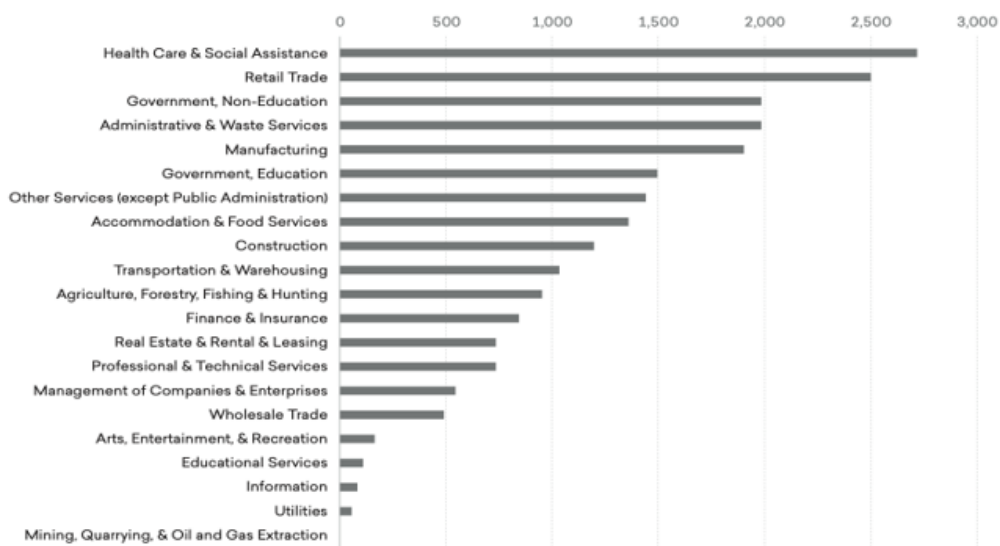
GRP: Industry earnings, taxes on production & imports, and profits, less subsidies  
(GRP = earnings + TPI + profits - subsidies)

**\$1.7 billion**  
Total Gross Regional Product (GRP)



**22,413**  
Total Jobs

Jobs by major sector in Columbus County



Data reflect the most recent year for which data are available. Emsi Burning Glass data are updated quarterly. Source: Emsi Burning Glass employment data.

SCC in FY 2019-20

2,015  
Credit students served

5,175  
Non-credit students served

\$13.9 million  
Total payroll/benefits

278  
Employees



ECONOMIC IMPACT ANALYSIS



Operations Spending Impact

*College payroll and other spending + ripple effects*

**\$16.6 million**

Added county income

OR

**320**

Jobs supported in the county



Student Spending Impact

*Retained student spending + ripple effects*

**\$2.3 million**

Added county income

OR

**64**

Jobs supported in the county



Alumni Impact

*Higher alumni earnings and increased business profit + ripple effects*

**\$100.7 million**

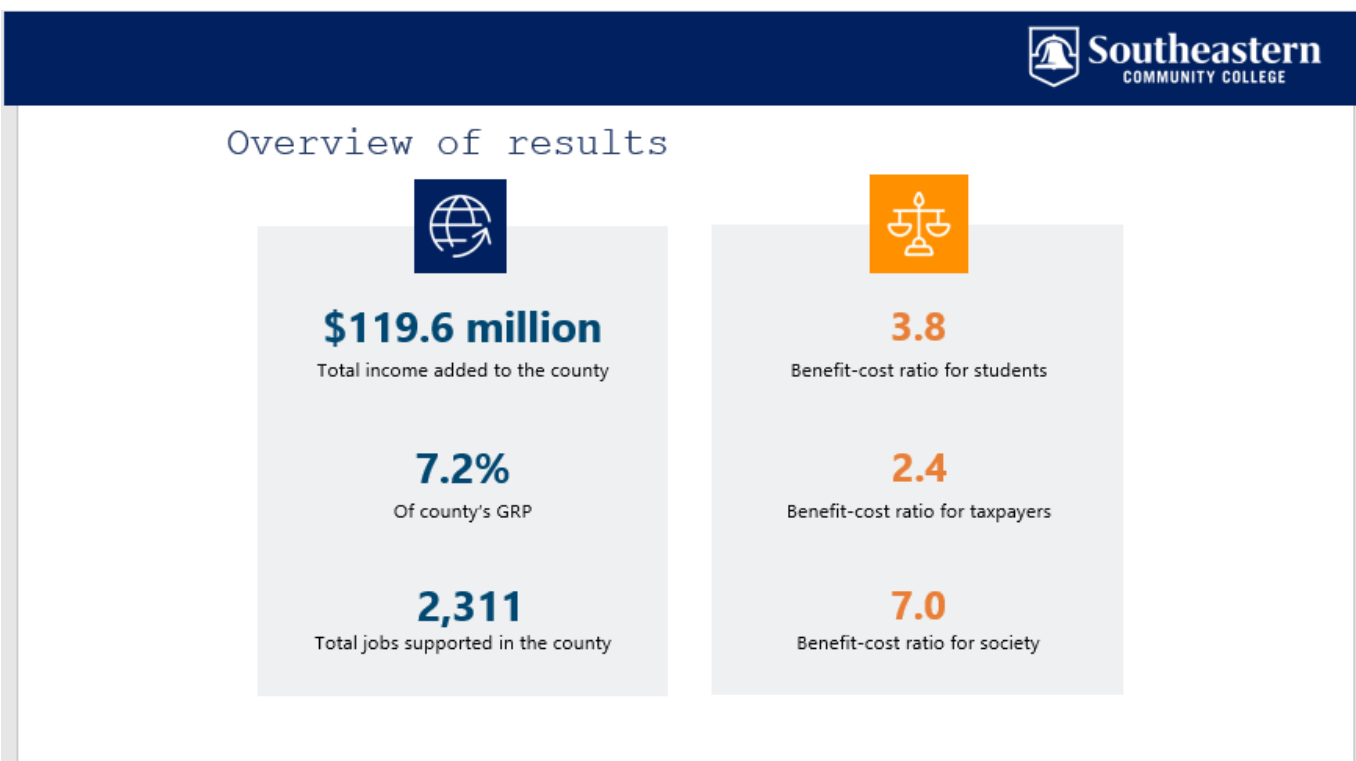
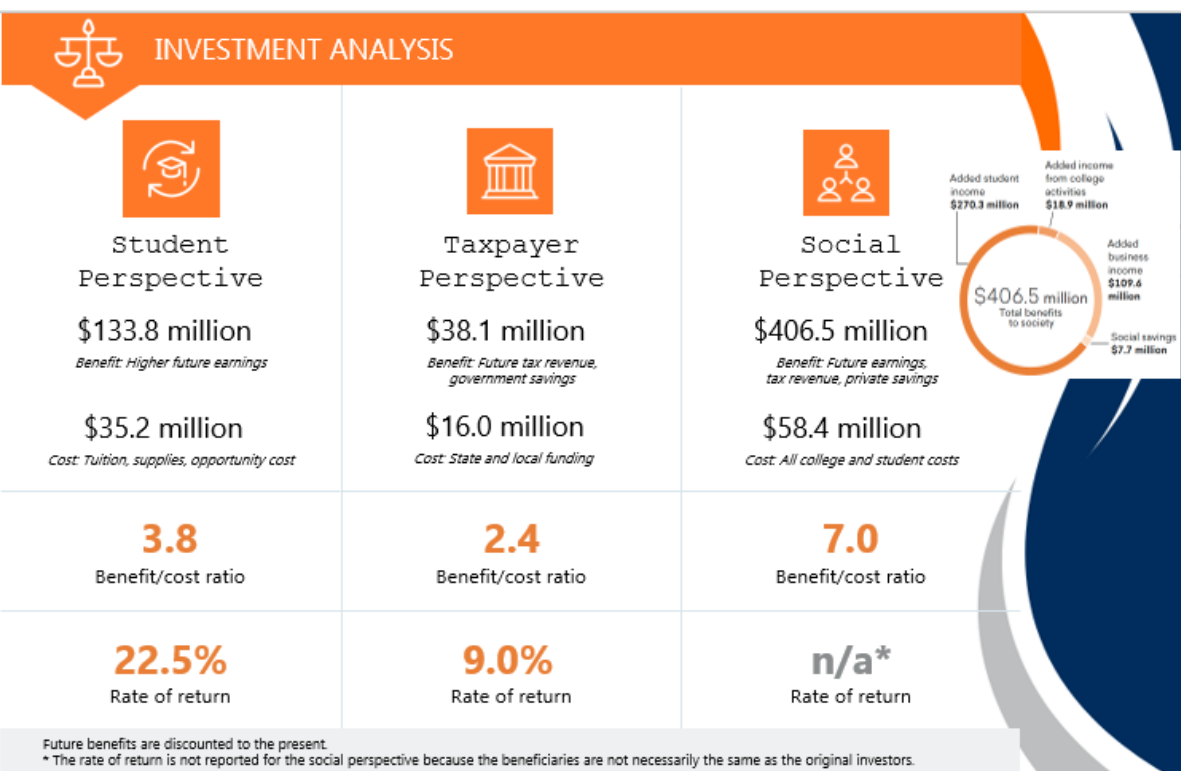
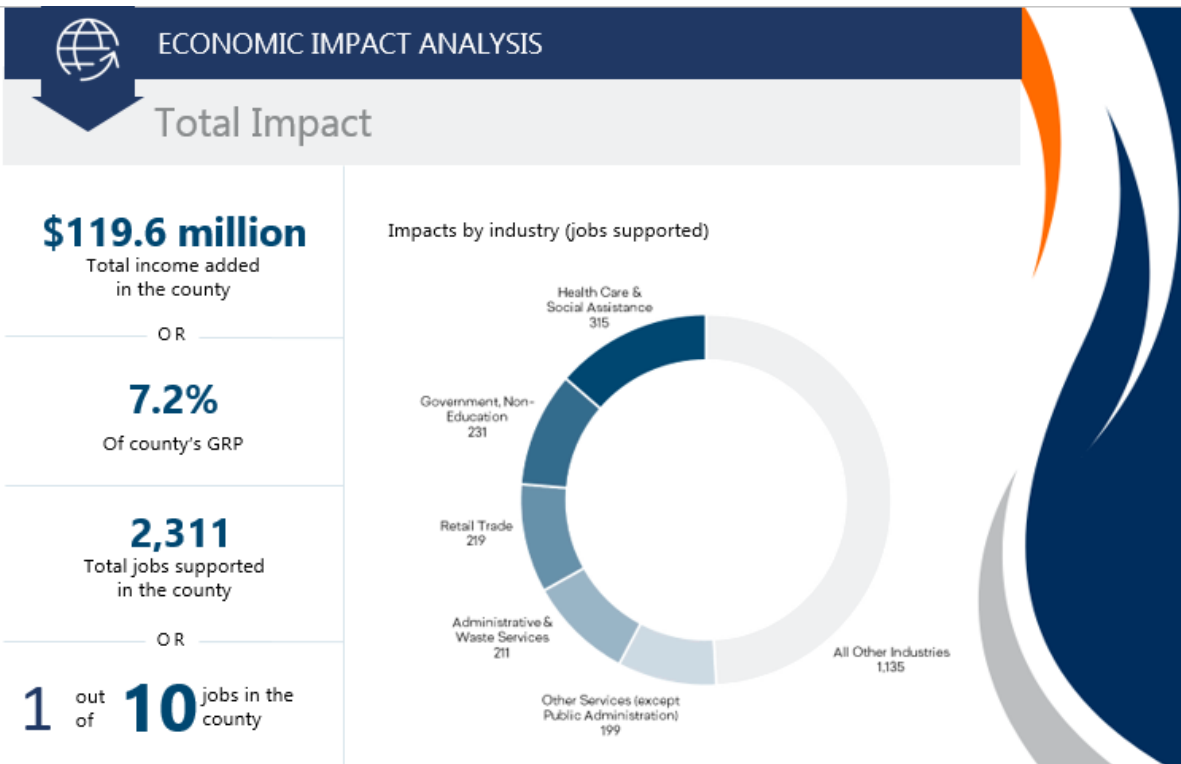
Added county income

OR

**1,926**

Jobs supported in the county

All results measured in income, not sales. Results are net of counterfactual scenarios.





***Mission***

*Opening doors for our community through powerful partnerships that provide student-centered learning, workforce development, and cultural enrichment opportunities.*

**Agenda Item #14: DSS MONTHLY ADMINISTRATIVE UPDATE:**

Algernon McKenzie, Director, provided the monthly update.

**Monthly Administrative Update  
For January 2022  
February 21, 2022 Meeting**

On January 13, 2022, I participated on our monthly North Carolina Director's Association zoom meeting. During this meeting the new Secretary of Health and Human Services, Kody Kingsley was introduced. Secretary Kingsley talked about the challenges facing the state and local DSS agencies. There are staff shortages at the state and local levels. He realizes that there are systemic issues of mental health across the state and limited resources that need attention. He and his team plan to work with the Director's Association on the issues around Child Welfare, Adult Services, and Mental Health.

During the meeting we were told that there is a possibility that Food & Nutrition and WIC Programs could be combined at some point under the Division of Child and Family Well-Being. This is a continued effort to address food insecurities in our state, as NC is the 9<sup>th</sup> highest in the United States. Funds from USDA and the Americans Recovery Appropriation Act may be used to combat this issue.

We were informed that the legislature has removed the cap for In-Home Services, which provides assistance to adults to help them remain in their homes. This could increase the number of individuals on the program and the cost to counties. This was a little concerning to directors due to increased case load on existing staff.

The Division of Health and Human Services will be sending N95 & KN95 mask to local DSS agencies and the Health Departments across the state, due to the increased Covid-19 cases. These mask can be shared with staff, clients, and others who are going into homes to conduct visits. Mask were delivered to DSS on January 14, 2022.

On January 14, 2022, we had an issue with one of our adult wards being dropped off at the agency. Therefore, staff began working on finding placement which was difficult especially on Friday afternoon. As a result, our Adult Services and CPS staff had to sit with this individual Friday night because placement could not be found. Due to the mental status of this individual Mobile Crisis was called in to help. We are continuing to work on permanent placement.

On January 19, 2022, DHHS held a 100 county call to give counties a few updates. We were informed that the new rates for Foster Care boarding would be paid in February. This is the first foster care boarding rate increase since 2009. The amount each county will see will be based on the number of children placed in licensed homes and facilities and their diagnosis.

We were also told that the state is working to get budget estimates out to counties sometime in February. These estimates will include funding to be received from the Federal Government and the state in the various program areas administered by the local DSS.

During the month of January one of our Child support Workers, Kelly Batten received recognition for having the 5<sup>th</sup> and 10<sup>th</sup> highest collection for January. State Child Support recognizes the top twenty highest amounts collected for custodial parents and their children each month. Our child support staff, attorney, and para-legal work very hard to get much needed assistance to families which will improve their lives.

Lastly, our agency has been hit hard during this past month with Covid-19 cases. However, we remained open and continued to provide services to the community in a safe manner, as our building is treated daily and mask are worn by all staff while in the building.

**January 2022**  
**Human Services**

**Adult Services (APS)**

APS Reports Accepted: 5  
County Wards: 30  
Number of Payee Cases: 22  
Adults Served APS: 5  
Number of Medicaid Transportation Trips: 976  
Amount Requested for Reimbursement: \$15,398.54

**Children's Protective Services (CPS)**

Reports Accepted: 25  
Reports Screened out: 11  
Families Receiving In-Home Services: 41  
Children Served: 87  
Contacts with Families Monthly: 497  
Assessments: 19

**Foster Care**

Foster Children in Foster Homes: 109  
Children Placed Outside County: 35  
Agency Adoptions: 0  
Pending Adoptions: 8  
Total Foster Homes Licensed: 6  
Total Children in Foster Care: 117

**Work First Employment (TANF)**

Applications Taken: 11  
Applications Approved: 7  
Individuals Receiving Benefits: 242  
Entered Employments: 0  
Number in Non-Paid Work Experience: 0

**Program Integrity**

Collections for Fraud: \$618.00  
New Referrals: 1  
Cases Established: 0

**Day Care**

Children Receiving Day Care Assistance: 395  
Children on the Waiting List: 170  
Amount Spent on Day Care Services: \$208,351.00



January 2022  
Economic Services

**Food & Nutrition**

Applications Taken: 146  
Applications Approved: 126  
Active Cases: 6,870  
Benefits Issued: \$3,284,781.00  
Participants Served: 13,602

**Adult Medicaid**

Applications Taken: 70  
Cases Terminated: 32  
Redeterminations: 395  
Applications Processed: 133

**Family & Children's Medicaid**

Applications Taken: 137  
Applications Processed: 385  
Redeterminations: 754  
Total Medicaid Cases: 14,707  
Total Individuals Receiving: 22,334

**Child Support**

Absent Parents Located: 41  
Orders Enforced: 687  
Active Cases: 3814  
Collections: \$425,982.00

Respectfully submitted,  
Algernon McKenzie

***HUMAN SERVICES BOARD REPORT***  
**Melinda H. Lane, Program Manager**  
**Vacancies/Updates/News for January 2022**

**Intake/Investigation/Assessment:**

The Intake/Investigation/Assessment Unit continues to be fully staffed. This Unit continues to make mandated contacts to provide needed services to families and children while continuing to utilize precautions due to COVID-19. This Unit continues to be very busy with referrals involving substance abuse, domestic violence, and mental health issues, among other things. The Regional Child Welfare Consultant (RCWC) continues to make monthly contacts to review agency data, policy updates, and casework. The Continuous Quality Improvement (CQI) Plan continues to progress well. A review this month indicated great progress to the point this Unit's CQI Plan will be closed due to all objectives being met. We're very proud of how far this Unit has come and what it has accomplished!

**In-Home Services:**

The In-Home Services Unit continues to be short staffed due to a lateral transfer to another Unit. That position was advertised with no qualified applications. It will be reposted. This Unit continues to make mandated contacts to provide needed services to families and children while continuing to utilize precautions due to COVID-19. Total contacts continue to increase indicating more intensive involvement with current caseloads. The Regional Child Welfare Consultant (RCWC) continues to make monthly contacts to review agency data, policy updates, and casework.

**Foster Care/Permanency Planning:**

The Foster Care Unit continues to be fully staffed. This Unit continues to make mandated contacts to provide needed services to families and children while continuing to utilize precautions due to COVID-19. This

Unit continues to break county records for the largest amount of children in custody in Columbus County with an increase again this month. Drug abuse, sexual abuse, and severe neglect appear to be the biggest contributing factors, along with a lack of family support. The Regional Child Welfare Consultant (RCWC) continues to make monthly contacts to review agency data, policy updates, and casework

#### **Transitional Unit:**

The Transitional unit continues to be fully staffed. Staff are working caseloads while assisting the other Child Welfare Units as needed, particularly in the areas of courtesy requests from other counties and assisting with supervising visits and transporting children in custody. This Unit continues to make mandated contacts to provide needed services to families and children while continuing to utilize precautions due to COVID-19. Foster Home Licensing continues to work on completing more licensures to help increase the number of foster home available for the increasing amount of foster children. The Regional Child Welfare Consultant (RCWC) continues to make monthly contacts to review agency data, policy updates, and casework.

#### **Adult Services:**

The Adult Services Unit currently has two vacancies due to an employee recently retiring. A position that was recently reclassified and moved to this Unit to assist with caseloads was advertised and a worker from within the agency will be moving to this position in February. The Supervisor continues to assist with making contacts with clients to assist her limited staff. This Unit continues to make mandated contacts to provide needed services to the elderly and disabled while utilizing precautions due to COVID-19. This Unit continues to be busy in its day-to-day activities of contacts with the elderly and disabled and resource agencies. This can be a difficult population to work with at times because of their various needs, the lack of resources, and the adult's right to self-determination.

#### **Work First Employment:**

This Unit continues to be fully staffed. The agency is now open for in-person applications. However, telephone interviews for Work First applications, recertification's, short-term services and benefits continue to be allowed. Certain necessary application documentation can be mailed to individuals that wish to apply and when received back the worker can conduct telephone interviews to complete that application. Some application information is also being provided for pick-up in the foyer area of the agency. Workers are encouraged to make telephone contacts with clients at least every two weeks to offer support and resources to clients. This Unit is assisting with the Low Income Household Water Application Program by completing interviews and applications as needed.

#### **Child Day Care:**

The Child Day Care Unit continues to have one vacancy, however, an applicant has been recommended for the position. The Supervisor is currently on medical leave. The Supervisor and staff continue to work the over and under payment report to ensure proper payment is being made to county daycare providers. The agency is now open for in-office visits by clients. Day Care services are continuing to be provided and the state is working with county agencies and day cares to help them stay open as much as possible while providing a safe environment for children. Day Care slots within local Day Cares are limited at this time. DSS staff continue to work with families to ensure their services stay in place while limiting contact to the telephone as much as possible. This Unit is continuing to work on its waiting list to determine the continued need for services. Hopefully this will give the Unit a better idea of where the need is and decrease the waiting list.

#### **Program Integrity:**

Program Integrity continues to be fully staffed. Office visits are limited and telephone contact is encouraged, but office visits are possible. Repayment agreements are being relaxed to help clients during this time. Staff are working to clean up a backlog, establishing cases and repayment agreements, all while assisting with the Energy Programs.

#### **Energy Assistance**

The Crisis Intervention Program (CIP) continues to be busy. Applications are available on EPASS where applicants can complete and submit applications on-line, but continue to be available in our lobby for pick up and completion. One in-house staff person is currently processing applications along with 3 temporary staff. Finding temporary staff and keeping them has been a huge problem as staffing agencies continue to find willing and able staff to assist. This is the first time this has ever happened. Applications continue to be high due to unusually cold weather. Duke Energy Progress continues its moratorium, which is in place to help prevent some customers from being disconnected no matter what their bill grows to. This also affects the amount of approvals for electricity since having a final notice is a requirement of the Crisis Intervention Program. Low Income Energy Assistance automatically approved some households in January that received from the LIEAP program in January 2021 that have at least one child 10 years of age or younger. This was the first time the state has ever done this. There is some discussion by the state about the possibility of more supplemental payments and/or automatic approvals.

**Low Income Household Water Assistance Program (LIHWAP)**

LIHWAP continues for all counties. This program is a federally funded program that will provide emergency assistance to low-income households to prevent disconnection or provide assistance with the reconnection of drinking and wastewater services. It will be based on a priority list: Group 1 will consist of households that have had water services disconnected. Group 2 will consist of households that are in jeopardy of water services being disconnected unless action is taken to prevent the disconnect. Group 3 will consist of households that have current water service bills and need assistance to maintain service. We continue to work this program, assisting almost all applicants that submit applications for assistance.

**Economic Services Program Narrative**

**Family and Children's Medicaid; Adult Medicaid; Medicaid in Nursing Homes, Special Assistance (Rest Homes), Community Alternative Program (CAP); Medicaid Transportation; Food & Nutrition, Child Support and Housekeeping  
Submitted by Cyndi Hammonds, Income Maintenance Administrator  
Reporting Month: January 2022**

**News/Updates/Vacancies****Food and Nutrition:**

The waiver for households to receive the maximum allotment of benefits for all households has been extended thru February 2022. Households that were already at the maximum allotment prior to waivers will receive a supplement of \$95.00. Ex: A household of 3 received an allotment of \$200.00 for January 2022. The maximum allotment for a household of 3 is \$509. The house hold will be issued the difference in the maximum allotment and what they received which in this case will be an extra \$309.00 in benefits. A household of 3 that already received the maximum of \$509.00 will only get the \$95.00 supplement. P-EBT benefits for students who were out of school for 5 or more consecutive days due to COVID between September 2021 and November 2021 were issued in January. Each school facility is responsible for coding the absence of a student in order for the calculation of benefits to be correct. The State is developing a virtual agent chatbot to be used on the P-EBT website to help answer questions related to P-EBT which will alleviate the large volume of calls to the EBT Call Center and to the local DSS offices. This Team is fully staffed with one new hire in January.

**Adult and Family & Children's Medicaid:**

The Medicaid Teams completed their last month of REDA Audit with all 20 cases being 100% correct. We are awaiting a date for our consultation meeting for recommendations or corrective action of our overall 10-month Audit. The Public Health Emergency for Medicaid has been extended to April 16, 2022 which means agencies will continue to follow the COVID guidance on policies regarding eligibility procedures. Workers continue to struggle to meet timeframes on the Adult Team due to staff shortage. Our quarterly conference call meeting with our State Representative was held in January. She discussed all policy changes that were implemented since her last quarterly meeting with us. A big change in policy was implemented in January for those applying for Medicaid. In order for someone to apply for another individual, they must have written power of attorney or written authorization from the person they are applying for prior to making an application in order for it to be a valid application. This does not apply to husband and wife in the same household. If individuals are coming in and seeing workers and do not have written authorization they can only discuss policy and procedures with that individual. This is a big change because old policy allowed anyone to come in and apply for the client. This will affect the Adult Team more due to individuals coming in and applying for the elderly and disabled. The Adult Team has 2 vacancies with 1 new hire beginning in January. The Family & Children's Medicaid Team still has 1 vacancy and 2 in the early stages of training.

**Medicaid for Long Term Care, Medicaid Transportation and Housekeeping:**

- The State will be allocating Temporary Financial Assistance for Facilities Licensed to Accept State-County Special Assistance. This is nonrecurring funds from the State Fiscal Recovery Fund. Each facility will receive \$125.00 for every Special Assistant resident (Rest Home resident not any Nursing Home resident) for the period of July 2021 thru June 2023 or until funds are exhausted, whichever occurs first. This money is to help facilities to offset the increased costs of serving residents during the Public Health Emergency. There is also no county match for these funds. The initial issuance date is scheduled for March 2022 which will include the retroactive payments for all eligible months beginning

with July 2021 and then will be issued monthly for each eligible Special Assistance resident. We have 1 vacancy on this Team.

- Transportation continues to remain very busy. We filled the vacancy in this unit and she is in training.
- Housekeeping continues to keep our building clean. We have one vacancy due to one housekeeper filling the vacancy of the Front Desk Receptionist.

**Child Support and Paralegal:**

In person meetings with our State Representative that were given the “go” to come to counties have been reversed. When COVID cases began to climb again in early January, Reps were asked to continue completing zoom or conference calls. They continue to go into the ACTS system and 2<sup>nd</sup> party cases each month before each conference call. The State Child Support continues to work on “modernizing” the Child Support computer system (ACTS). We welcome our new attorney for Child Support as we said goodbye to David in January. We had 3 court sessions and prepared 266 cases for court actions, while 139 Orders were completed. January begins the month of tax intercept as Child Support workers must intercept the absent parent’s income tax refund to pay for their overdue child support. This does cause a lot of upset parents when they are expecting that refund but find out they will not get it due to them having an overdue payment to their child which in turn generates lots of phone calls. We continue to have 5 vacancies on this Team.

**Agenda Item #15: RESOLUTION – APPROVAL GRANTING SIGNATORY AUTHORITY TO AMANDA PRINCE FOR WORKERS’ COMPENSATION CLAIMS:**

Boyd Worley, Board Attorney, requested Board Approval.



**Resolution Granting Authority**

**WHEREAS**, Columbus County currently provides workers’ compensation insurance 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 workers’ compensation, personnel decisions and 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 Amanda B. Prince to instruct Sedgwick on the position of the county and sign any necessary documents for settlements for workers’ compensation claims.

Adopted this the 21<sup>st</sup> day of February, 2022.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Ricky Bullard, Chairman

Attested By:

\_\_\_\_\_  
LaToya Williams, Deputy Clerk to Board

**MOTION:**

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

**Agenda Item #16: ADMINISTRATION – TRANSFER OF OWNERSHIP OF SEWER LINE AT NORTH BB&T CAMPUS TO THE CITY OF WHITEVILLE:**

County Manager Eddie Madden requested Board Approval.

**MOTION:**

Commissioner Byrd made a motion to approve the transfer of ownership of the sewer line to the City of Whiteville, seconded by Commissioner Coleman. The motion unanimously passed.

**Agenda Item #17: PLANNING – SECOND READING AND APPROVAL OF AN AMENDMENT TO THE SUBDIVISION REGULATIONS ORDINANCE OF COLUMBUS COUNTY:**

Dr. Gary Lanier, Director, requested Board Approval.

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 approve the amendment, seconded by Commissioner Watts. The motion unanimously passed.

**Agenda Item #18: PLANNING – SECOND READING AND APPROVAL OF AN AMENDMENT TO THE LAND USE REGULATIONS ORDINANCE OF COLUMBUS COUNTY:**

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

**Agenda Item #19: FINANCE – ACCEPTANCE OF FINANCE REPORT:**

County Manager Eddie Madden requested Board Acceptance.

<b>COUNTY OF COLUMBUS</b>				
<b>FINANCIAL SUMMARY REPORT</b>				
	Percent of Year Complete: 58.3%			
<b>January 31, 2022</b>				
<b>FUND 10 - OPERATIONS</b>	<b>FY 21/22</b>	<b>ACTUAL YTD</b>	<b>BALANCE</b>	<b>% Expensed</b>
<b>REVENUES</b>	<b>BUDGET</b>	<b>TOTALS</b>	<b>REMAINING</b>	<b>YTD</b>
AD VALOREM TAXES	\$ 33,747,267	\$ 26,844,629	\$ 6,902,638	79.55%
COURT	\$ 90,000	\$ 38,012	\$ 51,988	42.24%
SALES TAX	\$ 11,966,105	\$ 7,436,100	\$ 4,530,005	62.14%
NC JCPC PROGRAM - TEEN COURT	\$ 71,977	\$ 40,011	\$ 31,966	55.59%
ELECTION FEES	\$ 31,700	\$ 13,876	\$ 17,824	43.77%
COLLECTION FEES	\$ 34,400		\$ 34,400	0.00%
REGISTER OF DEEDS	\$ 377,000	\$ 328,679	\$ 48,321	87.18%
SHERIFF	\$ 2,075,956	\$ 247,803	\$ 1,828,153	11.94%
DETENTION CENTER	\$ 1,551,000	\$ 389,293	\$ 1,161,707	25.10%
EMERGENCY MANAGEMENT	\$ 56,101	\$ 13,202	\$ 42,899	23.53%
FIRE DEPARTMENT	\$ 22,500	\$ 8,344	\$ 14,156	37.08%
INSPECTION	\$ 370,000	\$ 152,581	\$ 217,419	41.24%
ANIMAL CONTROL	\$ 134,398	\$ 134,661	\$ (263)	100.20%
AIRPORT	\$ 538,500	\$ 120,458	\$ 418,042	22.37%
ECONOMIC DEVELOPMENT	\$ 240,500	\$ 175,000	\$ 65,500	72.77%
PLANNING	\$ 9,800	\$ 4,976	\$ 4,824	50.78%
SOIL CONSERVATION	\$ 37,180	\$ 1,157	\$ 36,023	3.11%
DEPARTMENT OF AGING REVENUES	\$ 2,060,658	\$ 597,136	\$ 1,463,522	28.98%
HEALTH DEPARTMENT	\$ 2,910,990	\$ 1,318,191	\$ 1,592,799	45.28%
SOCIAL SERVICE	\$ 6,798,170	\$ 1,155,056	\$ 5,643,114	16.99%
VETERANS SERVICE	\$ 2,000	\$ -	\$ 2,000	0.00%
PUBLIC SCHOOLS	\$ 18,000	\$ 7,723	\$ 10,277	42.91%
LIBRARY	\$ 171,000	\$ 60,301	\$ 110,699	35.26%
RECREATION	\$ 24,500	\$ 5,860	\$ 18,640	23.92%
MISCELLANEOUS REVENUES	\$ 322,321	\$ 117,465	\$ 204,856	36.44%
INVESTMENT EARNINGS	\$ 600,000	\$ 6,393	\$ 593,607	1.07%
AMERICAN RECOVERY FUNDS	\$ 3,265,239	\$ -	\$ 3,265,239	0.00%
FUND BALANCE APPROPRIATED	\$ 104,201	\$ -	\$ 104,201	0.00%
<b>Total General Fund Revenues</b>	<b>\$ 67,631,463</b>	<b>\$ 39,216,907</b>	<b>\$ 28,414,556</b>	<b>57.99%</b>

<b>FUND 10 - OPERATIONS</b>		<b>FY 21/22</b>	<b>YTD</b>	<b>BALANCE</b>	<b>% EXPENSED</b>
<u>EXPENDITURES</u>		<b>BUDGET</b>	<b>TOTALS</b>	<b>REMAINING</b>	<b>YTD</b>
GOVERNING BODY	\$	342,490	\$ 187,580	\$ 154,910	54.77%
ADMINISTRATION	\$	487,497	\$ 277,089	\$ 210,408	56.84%
PERSONNEL	\$	167,583	\$ 77,006	\$ 90,577	45.95%
FINANCE	\$	593,661	\$ 372,413	\$ 221,248	62.73%
TAX DEPARTMENT	\$	1,936,057	\$ 962,124	\$ 973,933	49.70%
LEGAL DEPARTMENT	\$	226,006	\$ 192,888	\$ 33,118	85.35%
NC JCPC PROGRAM - TEEN COURT	\$	71,977	\$ 44,731	\$ 27,246	62.15%
FACILITY SERVICES	\$	1,773,253	\$ 1,055,023	\$ 718,230	59.50%
ELECTIONS	\$	582,932	\$ 312,613	\$ 270,319	53.63%
REGISTER OF DEEDS	\$	509,395	\$ 293,368	\$ 216,027	57.59%
SPECIAL APPROPRIATIONS	\$	1,196,618	\$ 596,186	\$ 600,432	49.82%
MANAGEMENT INFORMATION SYSTEM	\$	456,482	\$ 282,624	\$ 173,858	61.91%
CENTRAL GARAGE	\$	48,219	\$ 23,860	\$ 24,359	49.48%
PUBLICLY OWNED TREATMENT WATER	\$	43,924	\$ 34,436	\$ 9,488	78.40%
SHERIFF'S DEPARTMENT	\$	8,629,996	\$ 4,601,922	\$ 4,028,074	53.32%
LAW ENFORCEMENT CENTER	\$	5,061,114	\$ 2,480,774	\$ 2,580,340	49.02%
EMS	\$	15,350	\$ 12,548	\$ 2,802	81.75%
EMERGENCY SERVICES	\$	1,697,904	\$ 819,571	\$ 878,333	48.27%
FIRE MARSHALL	\$	174,521	\$ 89,797	\$ 84,724	51.45%
CORONER MEDICAL EXAMINER	\$	72,000	\$ 21,730	\$ 50,270	30.18%
ANIMAL CONTROL	\$	760,056	\$ 463,134	\$ 296,922	60.93%
AIRPORT	\$	615,728	\$ 145,969	\$ 469,759	23.71%
INSPECTIONS	\$	333,599	\$ 174,485	\$ 159,114	52.30%
PLANNING	\$	232,807	\$ 92,524	\$ 140,283	39.74%
ECONOMIC DEVELOPMENT	\$	521,654	\$ 360,501	\$ 161,153	69.11%
COOPERATIVE EXTENSION	\$	525,472	\$ 210,533	\$ 314,939	40.07%
SOIL CONSERVATION	\$	242,297	\$ 139,028	\$ 103,269	57.38%
DEPARTMENT OF AGING	\$	2,858,635	\$ 1,395,988	\$ 1,462,647	48.83%
HEALTH DEPARTMENT	\$	5,488,421	\$ 2,269,986	\$ 3,218,435	41.36%
SOCIAL SERVICES ADMINISTRATION	\$	9,408,762	\$ 4,734,490	\$ 4,674,272	50.32%
PUBLIC ASSISTANCE PROGRAMS	\$	1,916,891	\$ 1,211,343	\$ 705,548	63.19%
VETERANS SERVICE OFFICER	\$	159,489	\$ 79,256	\$ 80,233	49.69%
EDUCATION	\$	14,141,689	\$ 7,323,183	\$ 6,818,506	51.78%
LIBRARY	\$	1,637,919	\$ 835,327	\$ 802,592	51.00%
RECREATION	\$	589,194	\$ 256,955	\$ 332,239	43.61%
TRANSFER TO	\$	2,683,534	\$ -	\$ 2,683,534	0.00%
NON DEPARTMENTAL	\$	1,428,337	\$ 1,426,934	\$ 1,403	99.90%
<b>Total General Fund Expenditures</b>	<b>\$</b>	<b>67,631,463</b>	<b>\$ 33,857,919</b>	<b>\$ 33,773,544</b>	<b>50.06%</b>

<b>Total Revenue over/(under) Expenditures</b>		<b>\$0</b>	<b>\$ 5,358,988</b>		
<b>TAX REVALUATION FUND</b>		<b>FY 21/22</b>	<b>YTD</b>	<b>BALANCE</b>	<b>% Collected</b>
<u>REVENUES</u>		<b>BUDGET</b>	<b>TOTALS</b>	<b>REMAINING</b>	<b>YTD</b>
REVALUATION FUND	\$	20,000	\$0	\$ 20,000	0.00%
<u>EXPENDITURES</u>					
REVALUATION FUND	\$	20,000	\$0	\$ 20,000	0.00%

<b>HUD SECTION 8 RENTAL ASSISTANCE</b>		<b>FY 21/22</b>	<b>YTD</b>	<b>BALANCE</b>	<b>% Collected</b>
<u>REVENUES</u>		<b>BUDGET</b>	<b>TOTALS</b>	<b>REMAINING</b>	<b>YTD</b>
HUD SECTION 8 RENTAL ASSISTANCE					
ANNUAL CONTRA EARNED	\$	1,500,000	\$638,761	\$ 861,239	42.58%
OTHER REVENUES	\$	223,350	\$ 93,732	\$ 129,618	41.97%
<b>TOTAL HUD REVENUES</b>	<b>\$</b>	<b>1,723,350</b>	<b>\$ 732,493</b>	<b>\$ 990,857</b>	<b>42.50%</b>
<u>EXPENDITURES</u>					
HUD Expenditures	\$	1,723,350	\$ 1,015,712	\$ 707,638	58.94%
Excess revenue over/(under) expenditures		\$0	\$ (283,219)		



<b>TRANSPORTATION</b>	<u>FY 21/22</u>	<u>YTD</u>	<u>BALANCE</u>	<u>% Collected</u>
	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
REVENUES	\$ 900,560	\$ 188,084	\$ 712,476	20.89%
<i>EXPENDITURES</i>	\$ 900,560	\$ 206,608	\$ 693,952	22.94%
<b>EMERGENCY TELEPHONE SYSTEM</b>	<u>FY 21/22</u>	<u>YTD</u>	<u>BALANCE</u>	<u>% Collected</u>
	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
REVENUES	\$ 318,748	\$ 52,713	\$ 266,035	16.54%
<i>EXPENDITURES</i>	\$ 318,748	\$ 96,093	\$ 222,655	30.15%
<b>DEBT SERVICE</b>	<u>FY 21/22</u>	<u>YTD</u>	<u>BALANCE</u>	<u>% Collected</u>
	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
REVENUES	\$ 3,800,197	\$241,719	\$ 3,558,478	6.36%
<i>EXPENDITURES</i>	\$ 3,800,197	\$ 1,877,012	\$ 1,923,185	49.39%
<b>WATER DISTRICTS I-V</b>	<u>FY 21/22</u>	<u>YTD</u>	<u>BALANCE</u>	<u>% Collected</u>
<i>REVENUES</i>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
COLUMBUS COUNTY COMBINED WATER DISTRICT	\$ 3,691,009	\$ 1,660,185	\$ 2,030,824	44.98%
<i>EXPENDITURES</i>				
COLUMBUS COUNTY COMBINED WATER DISTRICT	\$ 3,691,009	\$ 1,230,274	\$ 2,460,735	33.33%
Excess revenue over/(under) expenditures	\$0	\$ 429,911		
<b>SOLID WASTE</b>	<u>FY 21/22</u>	<u>YTD</u>	<u>BALANCE</u>	<u>% Collected</u>
	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
REVENUES	\$ 5,567,405	\$ 3,599,787	\$ 1,967,618	64.66%
<i>EXPENDITURES</i>	\$ 5,567,405	\$ 2,384,149	\$ 3,183,256	42.82%
Excess revenue over/(under) expenditures	\$0	\$ 1,215,638		
<b>FIRE DEPARTMENTS</b>	<u>FY 21/22</u>	<u>YTD</u>	<u>BALANCE</u>	<u>% Collected</u>
REVENUES	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	\$ 2,057,942	\$1,534,148	\$ 523,794	74.55%
<i>EXPENDITURES</i>				
Ad Valorem Taxes	\$ 1,799,633	\$1,534,115	\$ 265,518	85.25%
Special Appropriations	\$ 258,309	\$130,034	\$ 128,275	50.34%
	\$ 2,057,942	\$1,664,149	\$ 393,793	80.86%
<b>AMBULANCE AND RESCUE</b>	<u>FY 21/22</u>	<u>YTD</u>	<u>BALANCE</u>	<u>% Collected</u>
	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
REVENUES	\$ 976,618	\$578,791	\$ 397,827	59.26%
<i>EXPENDITURES</i>				
Ad Valorem Taxes	\$ 751,618	\$ 171,209	\$ 580,409	22.78%
Special Appropriation	\$ 225,000	\$ 112,500	\$ 112,500	50.00%
	\$ 976,618	\$ 283,709	\$ 692,909	29.05%

<b><u>CASH &amp; INVESTMENTS</u></b>	
<b><u>Cash:</u></b>	
General Fund - checking account	\$ 6,657,879
General Fund - NCCMT	\$ 13,665,016
Water Districts	8,489,247
Solid Waste	8,160,057
Total Cash Available	<u>\$ 36,972,199</u>
<b><u>Investments:</u></b>	
BB&T Investments	5,745,450
BB&T Savings	5,019,840
First Community Bank - CD	338,459
Dana Investments	1,606,534
Multi Bank Securities	599,884
First Bank - CD	2,077,259
Total Investments	<u>\$ 15,387,426</u>
<b><u>FUND BALANCE</u></b>	
<b><u>General Fund:</u></b>	
Unavailable Fund Balance (per auditors)	\$ 7,223,150
Committed and Assigned Fund Balance	\$ 10,071,803
Unassigned Fund Balance	\$ 18,029,937
Unassigned fund balance as % of Gen. Fd. Expen	32.2%
Water Districts Fund Balance	\$ 9,090,250
Solid Waste Fund Balance	\$ 8,543,811

**MOTION:**

Commissioner McDowell made a motion to accept the finance report, seconded by Vice Chairman McMillian. The motion unanimously passed.

**Agenda Item #20: MOTOROLA – UPDATE ON SERVICING CONTRACT FOR VIPER RADIO SYSTEM:**

Nick West, Assistant County Manager, requested Motorola provide the Board with an update on the change in pricing for post warranty maintenance on the VIPER Radio System.

Columbus County  
25 October 2019

**POST-WARRANTY MAINTENANCE****Network Updates**

With our proposed **Network Updates Service**, Motorola commits to sustain Columbus County's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that Columbus County has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable Columbus County to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola will minimize any interruption to system operation during each network update, with minimal reliance on Columbus County's personnel.

**POST- WARRANTY MAINTENANCE PRICING**

**ADVANCED PLUS PACKAGE (Paging and Consoles)**

*9/11/21 eligible?*

**MCC7500 Console Post-Warranty Maintenance  
Advanced Plus Package**

Year 2	Year 3	Year 4	Year 5
\$ 49,020.89	\$ 50,641.94	\$ 52,344.14	\$ 54,131.46

**VHF Paging System & Microwave Post-Warranty Maintenance  
Essential Services Package**

Year 2	Year 3	Year 4	Year 5
\$ 24,032.00	\$ 25,233.60	\$ 26,495.28	\$ 27,820.04

*9/11/21 eligible?*

**VIPER Tenant SUA III Pricing**

Year 1	Year 2	Year 3	\$9,157.66
Year 4	Year 5	Year 6	
Year 7	Year 8	Year 9	\$9,157.66
<b>9 Year SUA III Total:</b>			<b>\$27,472.98</b>

5 Site VHF Paging with MCC 7500 Consoles

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Warranty and Maintenance

**COLUMBUS COUNTY, NC**

**DECEMBER 1, 2021**

# LIFECYCLE SUSTAINMENT SERVICES

**COLUMBUS COUNTY, NC**



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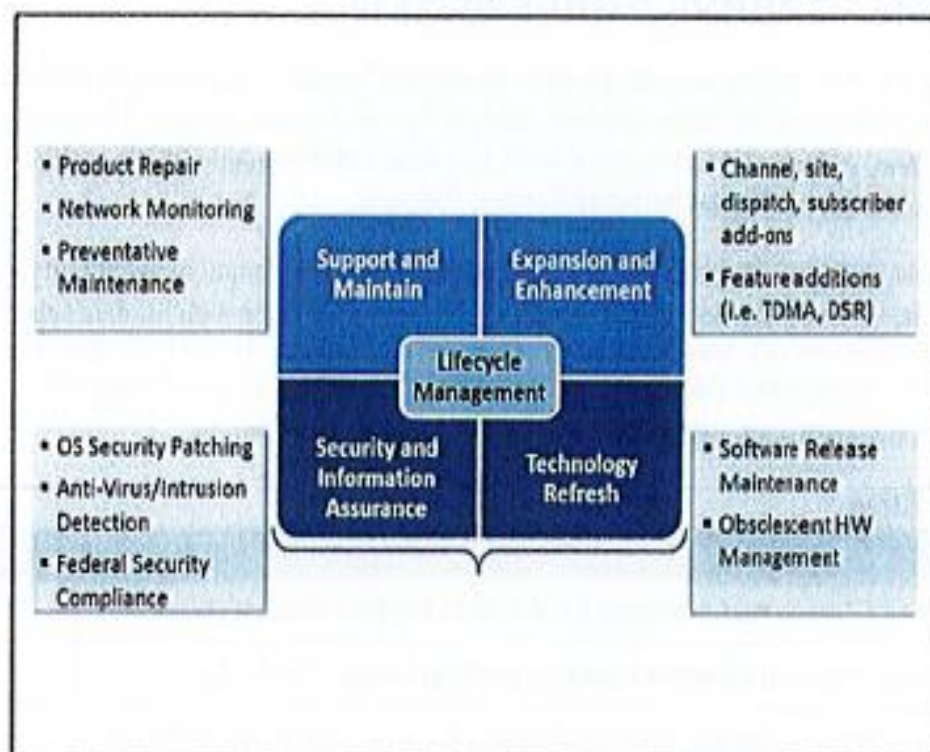
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# LAND MOBILE RADIO LIFECYCLE SUSTAINMENT

## 1.1 OVERVIEW

Lifecycle management of your Land Mobile Radio network (LMR network), also referred to as ASTRO 25 system, is critical to keeping it secure, operational, expandable, and up-to-date. Throughout the lifecycle of your LMR network, maintenance and sustainment activities will be required. (Refer to the diagram below.)

Some activities will occur daily (for example, network health monitoring), as needed (for example, lightning strike damages equipment), while others will occur in accordance with the cadence of your lifecycle plan (for example, periodic updates of computers and software). Through a lifecycle sustainment plan and with custom-tailored lifecycle products and services your LMR network will be able to support your communications requirements well into the future.



Your ASTRO 25 LMR network is an integrated end-to-end solution that delivers mission-critical LMR services. The foundation of the ASTRO 25 network is an information technology (IT) based call processing core that incorporates both Motorola and third-party Original Equipment Manufacturer (OEM) software and hardware components. These components follow typical IT industry lifecycles and eventually require replacement due to obsolescence. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that frequently change and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, un-updated systems may not be able to take advantage of advancements in

technology that provide enhanced features and performance and may be limited in their ability to expand. Development of a lifecycle sustainment plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well developed lifecycle sustainment plan provides these benefits:

1. **Operations sustainment:** Ability to maintain highest level of performance and functionality of system operations.
2. **Network security and information assurance:** Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to these security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).
3. **Support for growth and expansion:** Ability to add users, channels and features; expand system coverage and capabilities and/or add-on new agencies.
4. **Fiscal stability:** Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
5. **CapEx Return on Investment (ROI):** Protection against premature deterioration and obsolescence and extension of the system lifespan, thereby reducing the total cost of ownership.

## 1.2 SYSTEM UPGRADE AGREEMENT III

In order to keep your LMR system current we offer the System Upgrade Agreement III (SUA III). This is a complete package of hardware, software, and professional services required to update the ASTRO 25 system, up to once in a three-year period, to a level consistent with the currently supported release under the Motorola Software Support Program.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. The SUA III provides a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola.

### Included features

Features Descriptions	SUA III
Platform Release – (New System Release) Ex. A7.16 to Platform Release A7.17	✓
Incremental Enhancements (Orderable Features and Bug Fixes) - Ex. A7.17.1	✓
Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components	✓
Platform HW and SW update in a 3-year period <sup>1 2</sup>	✓
Professional implementation services to upgrade your live system	✓

<sup>1</sup> As major system releases become available, Motorola will provide you with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for your ASTRO 25 system.

<sup>2</sup> Hardware updates include version updates and/or replacements for Motorola field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of Gold Elite consoles and QUANTAR base radios are not included in this update.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

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13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

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## **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12 NOTICES**

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4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

#### Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including but not limited to, all rights in patents, patent applications, inventions, copyrights, trade names, and other proprietary rights in or relating to the Software and Documentation, including any corrections, bug fixes, enhancements, updates, modifications, adaptations, e-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's

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September 13, 2021  
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to the restrictions on the cover page.



Motorola Solution

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## EXHIBIT A

### SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and Columbus County, North Carolina ("Licensee"). For good and valuable consideration, the parties agree as follows:

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

**Columbus County**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

16.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.  
Attn: Judy Jean-Pierre, Sr. Counsel  
Legal, Government Affairs & Corporate Communications  
500 West Monroe Street, 43rd Floor  
Chicago, IL 60661

Columbus County, NC  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16.9. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations or those of any other federal, state, or local government agency, required for the installation, maintenance, or operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. **MATERIALS, TOOLS AND EQUIPMENT.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.2 (Disclaimer of Implied Warranties); Section 10 (Limitation of Liability); and Section 12 (Confidentiality); Section 13 (Preservation of Motorola Proprietary Right); Section 15 (Disputes); and all of the General provisions in Section 16.

**15.3 MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

**15.4 LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

**15.5 CONFIDENTIALITY.** All communications pursuant to subsections 14.2 and 14.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **SECTION 16 GENERAL**

**16.1 TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

**16.2 ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

**16.3 WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

**16.4 SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

**16.5 INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

**16.6 HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

12.3. **Confidential Exceptions.** Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

12.4. **Ownership and Retention.** All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

### **Section 13 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS**

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

### **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1 **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

15.2 **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

9.3. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

## SECTION 10 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or Services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## SECTION 11 EXCLUSIVE TERMS AND CONDITIONS

11.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

11.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## SECTION 12 CONFIDENTIALITY

12.1 Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of expiration or termination of this Agreement, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

12.2 Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the



## Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$109,341.06. The Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software, and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics for the Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), all items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment.

7.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to Software will not pass to Customer at any time.

## SECTION 8 WARRANTY

8.1. **SERVICE WARRANTY.** Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## SECTION 9 DEFAULT/TERMINATION

9.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

2.10 "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

### Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

### Section 4 SCOPE OF SERVICES AND TERM

4.1. **SCOPE OF WORK.** Motorola will provide the Services described in this Agreement and Exhibit B. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this contract. Customer plans to appropriate according to the Exhibit C Payment Schedule and payments can be processed solely against this Agreement.

4.2. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or Services to be provided by Motorola, if the substitute meets or exceeds the specifications described in Exhibit B, and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

4.3. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.4. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

4.5. **INTRINSICALLY SAFE EQUIPMENT.** Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for seven (7) years.

### Section 5 EXCLUDED SERVICES

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium. The SUAIII Statement of Work also includes various exclusions and limitations on the services.

## SECTION 4

## SUAIII Agreement

Motorola Solutions, Inc. ("Motorola") and Columbus County, North Carolina ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System Upgrade Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows.

## SECTION 5 SECTION 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through C will be resolved in their listed order.

Exhibit A	Motorola Software License Agreement
Exhibit B	Motorola's Proposal and SUAIII Statement of Work dated December 1, 2021
Exhibit C	Pricing and Payment Schedule

## Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

2.2. "Effective Date" means that date upon which the last Party executes this Agreement.

2.3. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.6. "Non-Motorola Software" means Software that another party owns.

2.7. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.8. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment, and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.9. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

# LIFECYCLE MANAGEMENT PRICING

The table below summarizes pricing for nine (9) years, providing up to three upgrades in that nine-year period. Customer will make payments to Motorola in advance of each defined early cycle. The initial payment will be billed upon the contract effective date, and annually thereafter. The annual pricing summary is defined below. Payments are due within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following payment schedule.

Pricing is valid through 12/21/2021.

Lifecycle Products (NSAD)	2019	2020	2021	2022	2023
System Upgrade Agreement SUA III	-	-	\$ 9,157.66	-	-

Lifecycle Products (NSAD)	2024	2025	2026	2027	Total
System Upgrade Agreement SUA III	\$ 50,091.70	-	-	\$ 50,091.70	\$ 109,341.06

(Motorola Partner Discount of - \$ 57,631.26 included)

VIPER SUA III  
Lifecycle Sustainment Services

Use or disclosure of this proposal is subject to the restrictions on the cover page.

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Lifecycle Management Pricing 3-10

<b>Training - Included in All SUA &amp; SUAll Quotes - This is auto-calculated</b>	-
Training: Impact Training (1 Day)	
Training: Implementation Training (3 Days)	
<b>Third Party Inputs</b>	-
Does the customer have Nice Logging recorders? (IP, Telephony, or Analog)	
Does the customer have Verint Logging recorders? (IP, Telephony, or Analog)	
Does the customer have Mach Alert? (from DCR)	
Does the customer have Genesis applications?	

VIPER SUA III  
Lifecycle Sustainment Services

Use or disclosure of this proposal is subject to the restrictions on the cover page.

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Lifecycle Statement of Work 2-9

## APPENDIX B - SYSTEM PRICING CONFIGURATION

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA III price adjustment.

Master Site Configuration (M1, M2, M3, L1, L2, K1, K2)	M3
# of Master Sites	
# of DSR Sites	
<b>System Level Feature Inputs</b>	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	
# MOSCAD NFM RTU (typically 1 per site location)	
# of Total Network Management Clients	
# MOSCAD NFM / SDM Clients	
Does Customer have Unified Network Services (UNS)? (Yes =1, No=0) (ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR)	
Telephone Interconnect (One per system)	
InfoVista - Transport Network Performance Service (One per system)	
<b>Security Inputs</b>	
# of Firewalls in System	
# of Intrusion Detection Sensors (IDS)?	
Does system have Centralized Event Logging [SysLog]? (Yes =1, No=0)	
Does system have Zone Core Protection (ZCP)? (Yes =1, No=0)	
Does system have Radio Authentication? (Yes =1, No=0)	
Does system have Information Assurance (IA) Master?	
Does system have Information Assurance (IA) Remote?	
<b>RF Site Inputs</b>	
# Simulcast Prime Sites (including co-located/redundant)	
# RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	
#Stations = GTR	
#Stations = HPD	
#Stations = Quantar	
#Stations = STR	
# SmartX Site Converters	
<b>Dispatch Site Inputs</b>	
# of Dispatch Site Locations	1
# Gold Elite Consoles	
# MCC 7500	6
# MCC 7100	
# of MIP 5000	
# AIS	1
# of CCGWs	3
<b>Subscriber Inputs</b>	
# Voice Subscribers	

## APPENDIX A – ASTRO 25 STANDARD SYSTEM RELEASE UPGRADE PATHS

Platform Release	Certified Upgrade Paths	
Pre-7.7	Upgrade to Current Release	
7.7		
7.8		
7.9		
7.11	NA	7.14
7.13	7.14	7.15
7.14	7.15	7.16
7.15	7.16	7.17
7.16	7.17	7.18
7.17	7.18	7.19 (Planned)

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

- 3.4 ASTRO 25 SUA III does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton or McAfee).
- 3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA III are not included in the coverage of this SOW, unless otherwise agreed to in writing by Motorola.

#### 4.0 Special provisions

- 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA III.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.3 ASTRO 25 SUA III services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 4.4 ASTRO 25 SUA III coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA III program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA III services applicable to the terminated period.
- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.6 The SUA III annualized price is based on the fulfillment of the three-year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.



2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

#### 2.3.2 Customer responsibilities

2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

### 2.4 Upgrade Completion

#### 2.4.1 Motorola responsibilities

2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.

2.4.1.3 Obtain upgrade completion sign off from the customer.

#### 2.4.2 Customer Responsibilities

2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.4.2.3 Provide Motorola with upgrade completion sign off.

### 3.0 Exclusions and Limitations

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA III, unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 The parties acknowledge and agree that the ASTRO 25 SUA III does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/Vesta/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

3.3 ASTRO 25 SUA III does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.



- 2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

#### 2.1.2 Customer responsibilities

- 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.3 Assist in site walks of the system during the system audit when necessary.
- 2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

#### 2.2.1 Motorola responsibilities

- 2.2.1.1 Perform appropriate system backups.
- 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
- 2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

#### 2.2.2 Customer responsibilities

- 2.2.2.1 Validate system maintenance is current.
- 2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.

### 2.3 System Upgrade

#### 2.3.1 Motorola responsibilities

- 1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a three-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.
- 1.14 As system releases become available, Motorola will provide up to once in a three-year period the following software design and technical resources necessary to complete system release upgrades:
- 1.14.1 Review infrastructure system audit data as needed.
  - 1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
  - 1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
  - 1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
  - 1.14.5 Program management support required to perform the certified system upgrade.
  - 1.14.6 Field installation labor required to perform the certified system upgrade.
  - 1.14.7 Upgrade operations engineering labor required to perform the certified system upgrade.
- 1.15 ASTRO 25 SUA III pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA III price adjustment.
- 1.16 The ASTRO 25 SUA III applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.17 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

## 2.0 Upgrade Elements and Corresponding Party Responsibilities

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

### 2.1.1 Motorola responsibilities

- 2.1.1.1 Obtain and review infrastructure system audit data as needed.
- 2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
- 2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
- 2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 2.1.1.5 Inform Customer of high speed internet connection requirements.
- 2.1.1.6 Assign program management support required to perform the certified system upgrade.
- 2.1.1.7 Assign field installation labor required to perform the certified system upgrade.
- 2.1.1.8 Assign upgrade operations engineering labor required to perform the certified system upgrade.

- 1.7 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this SUA III.
- 1.8 ASTRO 25 SUA III makes available the subscriber radio software releases that are shipping from the factory during the SUA III coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA III coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA III coverage.
- 1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a three-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
- 1.10.1 Servers
  - 1.10.2 PC Workstations
  - 1.10.3 Routers
  - 1.10.4 LAN Switches
- 1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:
- 1.11.1 GTR 8000 Base Stations
  - 1.11.2 GCP 8000 Site Controllers
  - 1.11.3 GCM 8000 Comparators
  - 1.11.4 MCC 7500 Console Operator Positions
  - 1.11.5 STR 3000 Base Stations
  - 1.11.6 Quantar Base Stations
  - 1.11.7 Centracom Gold Elite Console Operator Interface Electronics
  - 1.11.8 Centracom Gold Elite Central Electronics Banks
  - 1.11.9 Ambassador Electronics Banks
  - 1.11.10 Motorola Gold Elite Gateways
  - 1.11.11 ASTROTAC Comparators
  - 1.11.12 PSC 9600 Site Controllers
  - 1.11.13 PBX Switches for Telephone Interconnect
  - 1.11.14 NFM/NFM XC/MOSCAD RTU
- 1.12 The ASTRO 25 SUA III does not cover all products. Refer to section 3.0 for exclusions and limitations.

# LIFECYCLE STATEMENT OF WORK

The following SUA III Statement of Work fully describes the SUA III offering.

## ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA III) STATEMENT OF WORK


### 1.0 Description of Service and Obligations

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a three-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
- 1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 or Year 3 of the coverage period. To be eligible for the ASTRO 25 SUA III, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUA III requires the Customer to choose a certified system upgrade path from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the certified system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA III entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA III: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

- Incremental enhancements may include Motorola software bug fixes and new orderable/purchasable features.
- Platform releases include commercial OS and application software updates as well as Motorola system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola personnel at customer site to execute upgrade.

VIPER SUA III  
Lifecycle Sustainment Services

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Land Mobile Radio Lifecycle Sustainment 1-3

**Agenda Item #21: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS:**

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

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

COMMITTEE	ZONE /EB	PERSON(S)	EXP. DATE	BOARD ACTION
Columbus County Animal Control	III	Millie Freeman (attendance)	07/17/2023	<b>HOLD</b>
Chadbourn Planning & Zoning Board <b>M = McMillian</b> <b>S = McDowell</b>	EB	William Blake <b>ETJ</b> (resigned)	02/2024	<b>Reginald Thompson</b>

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

At 7:44 P.M., Commissioner McDowell 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 Coleman. The motion unanimously passed.

**Agenda Item #22: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, AND V BOARD MEETING MINUTES:**

A. February 7, 2022

**MOTION:**

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

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

At 7:46 P.M., Commissioner Byrd 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 McDowell. The motion unanimously passed.

**Agenda Item #23: COMMENTS:**

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

**A. Board of Commissioners:**

1. **Commissioner Watts** stated the following:

-I don't have much to say.

-I do want to let everyone know that tomorrow night, at our new building, we will have our Parks & Rec Master Plan Committee meeting and it is open to the public and the community.

-I hope everyone shows up and voices their opinion.

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

-Mr. Madden, I would like to ask about the 110 Courthouse Square building and the lease that we are about to enter.

-Is there any money coming in from the State to support that Juvenile Justice Office moving in?

**County Manager Eddie Madden:** Unfortunately not, the County is under statute and required to provide space to the court system, which would include Juvenile Justice.

**Commissioner Byrd** stated the following:

-So, we are required to furnish everything except the telephones?

**County Manager Eddie Madden:** Pretty much so, yes sir.

**Commissioner Byrd** stated the following:

-Because I was reading the lease and it said we furnish everything but the telephones.

3. **Vice Chairman McMillian** stated the following:

-I want to ask everyone to remember Commissioner Chris Smith and his wife in your prayers.

-They're going through a tough time right now.

4. **Commissioner Coleman** stated the following:

-I'm just anxious to get internet at the East End of the County.

-I appreciate all you do and I know it's a thankless job that you have.

-Also, the staff and administration, I appreciate the job that they do.

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

-Thank you to Southeastern for the presentation and for the survey.

-It provides a lot of information that we don't think about every day.

-It shows the importance of the college and I thank you for that.

-Also, it's good to see the people from Antioch.

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

-I'd like to say, we had a full agenda tonight with a lot of good information on it.

-We appreciate Southeastern and ATMC and all the things they have going on, it's a lot of good things going on in the county.

-I appreciate the support from Antioch Church Rd and thank you all for what you do.

-Remember Commissioner Smith and his family, he and his wife couldn't make it back from Charlotte for the meeting.

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

-I'll be brief.

-I just want to thank the Board for a highly successful Budget Retreat.

-Everyone was fully engaged in the Budget discussion and the staff and I just want to express our appreciation for your leadership.

-This marks the last meeting of this Board in the Dempsey Herring property.

-So, all of our equipment has been transferred and that's why we're operating off of these mics and mic stands.

-All of our equipment has been relocated to our new Commissioner's Chambers.

-So, on March 7<sup>th</sup>, that's where we will meet officially and we're looking forward to that.

-For those of you who are here and have never been to that location it's located at 127 W. Webster St, 3<sup>rd</sup> floor and you can ride up the elevator.

-We're awaiting ATMC/FOCUS Broadband to connect the downtown campus and that will provide fiber connectivity to not only our office building but to Dr. Lanier's and the 911/Health Department buildings.

-We expect that to take place within the next couple of weeks.

-Soon after that connectivity is made, we will be relocating Building Inspections, Environmental Health, Addressing, Fire Marshal's Office and Emergency Management to the 1<sup>st</sup> floor.

-Other floors will need some renovation for the other offices that will be residing there, so they will be moving in on future date.

-With regards to the ones I mentioned just a moment ago, we will be moving them in very soon and we will send out notices accordingly.

-It's appropriate that Ms. Lacy Jacobs is here this evening because in just about 10 days the Artic Alligator Plunge will take place and I think I'm in dead last right now in fundraising.

-I'm going in regardless, but help me out if you can, it's for a good cause and we appreciate the opportunity.

-I'm looking forward to jumping in with some of my friends and counterparts across the county on March 5<sup>th</sup>, 9 a.m. at Lake Waccamaw.

**Commissioner Bullard:** Food for thought, I like having the Closed Session at the beginning of the meeting, maybe we should think about it, we might want to move it to the beginning of the meeting.

**Agenda Item #24: ADJOURNMENT:**

At 7:53 P.M., Commissioner Coleman made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed. These minutes were recorded and typed by LaToya Williams.

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**LATOYA WILLIAMS, Deputy Clerk**

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**RICKY BULLARD, Chairman**

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**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V  
COMBINATION BOARD MEETING  
Monday, February 21, 2022  
7:44 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**  
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**

**COMMISSIONERS ABSENT (EXCUSED):**

Chris Smith

**MEETING CALLED TO ORDER:**

At 7:44 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District I Board Meeting to order.

**Agenda Item #22: COLUMBUS COUNTY WATER and SEWER DISTRICT I BOARD MEETING MINUTES:**

A. February 7, 2022 Columbus County Water and Sewer District I Board Meeting

**MOTION:**

Vice Chairman McMillian made a motion to approve the February 7, 2022 Columbus County Water and Sewer District I Board Meeting Minutes, seconded by Commissioner Coleman. The motion unanimously passed.

**ADJOURNMENT:**

At 7:46 P.M., Commissioner Byrd made a motion to adjourn, seconded by Commissioner McDowell. 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 21, 2022  
7:44 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**  
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**

**COMMISSIONERS ABSENT (EXCUSED):**

Chris Smith

**MEETING CALLED TO ORDER:**

At 7:44 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District II Board Meeting to order.

**Agenda Item #22: COLUMBUS COUNTY WATER and SEWER DISTRICT II BOARD MEETING MINUTES:**

A. February 7, 2022 Columbus County Water and Sewer District II Board Meeting

**MOTION:**

Vice Chairman McMillian made a motion to approve the February 7, 2022 Columbus County Water and Sewer District II Board Meeting Minutes, seconded by Commissioner Coleman. The motion unanimously passed.

**ADJOURNMENT:**

At 7:46 P.M., Commissioner Byrd made a motion to adjourn, seconded by Commissioner McDowell. The motion unanimously passed.

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LATOYA WILLIAMS, Deputy Clerk

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RICKY BULLARD, Chairman

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V  
COMBINATION BOARD MEETING  
Monday, February 21, 2022  
7:44 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**  
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**

**COMMISSIONERS ABSENT (EXCUSED):**

Chris Smith

**MEETING CALLED TO ORDER:**

At 7:44 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District III Board Meeting to order.

**Agenda Item #22: COLUMBUS COUNTY WATER and SEWER DISTRICT III BOARD MEETING MINUTES:**

A. February 7, 2022 Columbus County Water and Sewer District III Board Meeting

**MOTION:**

Vice Chairman McMillian made a motion to approve the February 7, 2022 Columbus County Water and Sewer District III Board Meeting Minutes, seconded by Commissioner Coleman. The motion unanimously passed.

**ADJOURNMENT:**

At 7:46 P.M., Commissioner Byrd made a motion to adjourn, seconded by Commissioner McDowell. The motion unanimously passed.

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LATOYA WILLIAMS, Deputy Clerk

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RICKY BULLARD, Chairman

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V  
COMBINATION BOARD MEETING  
Monday, February 21, 2022  
7:44 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**  
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**

**COMMISSIONERS ABSENT (EXCUSED):**

Chris Smith

**MEETING CALLED TO ORDER:**

At 7:44 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District IV Board Meeting to order.

**Agenda Item #22: COLUMBUS COUNTY WATER and SEWER DISTRICT IV BOARD MEETING MINUTES:**

A. February 7, 2022 Columbus County Water and Sewer District IV Board Meeting

**MOTION:**

Vice Chairman McMillian made a motion to approve the February 7, 2022 Columbus County Water and Sewer District IV Board Meeting Minutes, seconded by Commissioner Coleman. The motion unanimously passed.

**ADJOURNMENT:**

At 7:46 P.M., Commissioner Byrd made a motion to adjourn, seconded by Commissioner McDowell. The motion unanimously passed.

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LATOYA WILLIAMS, Deputy Clerk

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RICKY BULLARD, Chairman

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V**  
**COMBINATION BOARD MEETING**  
**Monday, February 21, 2022**  
**7:44 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**  
 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**

**COMMISSIONERS ABSENT (EXCUSED):**

Chris Smith

**MEETING CALLED TO ORDER:**

At 7:44 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District V Board Meeting to order.

**Agenda Item #22: COLUMBUS COUNTY WATER and SEWER DISTRICT V BOARD MEETING MINUTES:**

A. February 7, 2022 Columbus County Water and Sewer District V Board Meeting

**MOTION:**

Vice Chairman McMillian made a motion to approve the February 7, 2022 Columbus County Water and Sewer District V Board Meeting Minutes, seconded by Commissioner Coleman. The motion unanimously passed.

**ADJOURNMENT:**

At 7:46 P.M., Commissioner Byrd made a motion to adjourn, seconded by Commissioner McDowell. The motion unanimously passed.

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LATOYA WILLIAMS, Deputy Clerk

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RICKY BULLARD, Chairman