

COLUMBUS COUNTY BOARD OF COMMISSIONERS**Monday, March 21, 2022****5:45 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 a Closed Session Special Called Meeting.

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
 Amanda B. Prince, **Staff Attorney/Clerk to Board**
 Jay Leatherman, **Finance Director**

APPOINTEES ABSENT (EXCUSED):

Boyd Worley, **Board Attorney**

ENTER into CLOSED SESSION SPECIAL CALLED MEETING IN ACCORDANCE with N.C.G.S. § 143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE:**Agenda Items #1:****MEETING CALLED to ORDER:**

At 5:45 P.M. Chairman Ricky Bullard called the Monday, March 21, 2022 Columbus County Board of Commissioners Special Called Meeting to order.

At 5:46 P.M., Commissioner Coleman made a motion enter into Closed Session Special Called Meeting in accordance with N.C.G.S. § 143-318.11(A)(3) Attorney-Client Privilege, seconded by Commissioner Smith. The motion unanimously passed.

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

No official action was taken.

ADJOURN CLOSED SESSION:

At 6:05 P.M., Commissioner McDowell made a motion to recess Closed Session, seconded by Commissioner Byrd. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

INTENTIONALLY

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COLUMBUS COUNTY BOARD OF COMMISSIONERS
Monday, March 21, 2022
6:30 P.M.

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
 Amanda B. Prince, **Staff Attorney/Clerk to Board**
 Jay Leatherman, **Finance Director**

APPOINTEES ABSENT (EXCUSED):

Boyd Worley, **Board Attorney**

Agenda Items #1:

MEETING CALLED to ORDER:

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

READING and APPROVAL of CLOSED SESSION GENERAL ACCOUNT:

Chairman Bullard requested Amanda Prince, Staff Attorney, to orally read the Closed Session General Account. Ms. Prince orally stated the following: "County Commissioners discussed pending RJ Corman litigation and possible future litigation. No action was taken by the Board."

MOTION:

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

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

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

Agenda Item #5: BOARD MINUTES APPROVAL:

A. March 7, 2022

MOTION:

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

Agenda Item #6: APPROVAL of March 21, 2022 AGENDA:

MOTION:

Commissioner McDowell made a motion to approve the agenda, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #7: PUBLIC INPUT:

Chairman Bullard opened the floor for Public Comment.

Byron Carroll, 4903 Ramsey Ford Rd, Tabor City NC 28463, stated the following:

-I'm here representing the concerned citizens of Guideway, 397 members, as well as the community of Bug Hill.
 -We've started a petition, we have 97 names on it, and we'd like to ask the County to start a commission on storm water management.

- We want to applaud the efforts that the county has already done to manage storm water.
 - We've learned a lot about them in the past few weeks, and it's no secret to anybody that Columbus County has an issue with storm water.
 - We experience it in the Southern end of the county just like they do in Whiteville and other areas.
 - We have farms there that are losing a percentage of their farmable land every year.
 - One of the farms we're speaking of is losing about 10% per year due to one of the major drainage canals no longer flooding out and it's bringing water back onto the property.
 - At my particular business, we have an issue with storm water there, we go back into the woods and come out at Beaverdam 1 time per week.
- It is an issue and we came together to try to learn what we can do about it, not to disrupt the solutions that are already in place, but see what we can do to urge them and we've done a little bit of research on that.
- To that research's end, we've met with Senator Burr's Office, Senator Tillis' Office, Representative Rouzer's Office, as well as the Assistant County Manager Mr. Nick West and Soil and Water Director Ms. Morgan Hayes, who happens to be here tonight.
 - What we believe the solution to be, is to follow the direction of Horry County and Brunswick County.
 - We've spoken with both of those folks and had them attend our meetings as well, and the way that they say to get this started is by establishing a committee at the county level.
 - One that would make recommendations to the County Commissioners on which areas to prioritize and staff to help with some of the logistics and prioritization of some of those water projects.
 - We also found out that there is a StRAP Fund and application at the county level has already been worked on and Representative Rouzer has pledged his support with that by writing a letter to go with the application.
 - So, the ask is for the County Commissioners to consider starting another committee that would answer to you and be a storm water committee, that would mirror some of the counties adjacent to us.
 - That committee would make recommendations and manage the storm water here in Columbus County more effectively.
 - Thank you so much, I appreciate your attention, and thank you for what you do for our county.

Steven Creech, 1800 Lennon Rd, Delco NC 28436, stated the following:

- I want to thank the County Commissioners for finally working for our end of the county.
- The Sheriff's Department is getting ready to open an office there in the next month or so and they're really working hard to get internet and county water on our end of the county.
- This is the first time in my 25 years that I've seen any actions towards this end, so we just want to thank you all for moving in the right direction and we have a lot more to do.

Stephanie Cox Miller, 5004 James B White Hwy N., Whiteville NC 28472, stated the following:

- Good Evening Commissioners and Chairman Bullard.
- My name is Stephanie Miller and I am over Physician and Community Services at Columbus Regional and the Foundation.
- This is Lauren Cole, she assists me with the foundation and special projects such as the community needs assessment and different grants that we have.
- You voted to join the hospital in the Kate B Reynolds Opioid Needs Assessment Grant.
- We're conducting a needs assessment to figure out the best way that money can be spent for Columbus County.
- So thank you for joining the hospital to get that grant and we wanted, tonight, to give you an update.

Date: March 21, 2022

Re: Interim Report on purpose and progress regarding the Kate B Reynolds Opioid and Other Drug Needs Assessment and Strategic Plan for Columbus County

Purpose of the Columbus County Needs Assessment and Strategic Plan:

- To develop a report for Columbus County which outlines the Substance Abuse Treatment Continuum of Care and outline a strategic plan with specific steps the County should take to fund the necessary services needed in the County to have a same day response and complete continuum of addiction treatment present for all county residents.

Activities to date:

-Key Informant Interviews held with County/Town Departments and Government Officials including all County Commissioners except 1 (which will be scheduled for April 4, 2022): 17 Key Informant Interviews have been completed. 10-12 more to conduct.

-Focus Groups held with variety of County Groups including Law Enforcement, Schools, Hospital, Medical Providers, Latino/Native Americans, Faith Community, Schools, Substance Abuse Providers: 7 Groups held to date: Groups Attendance 45 (up to 5 more to conduct)

-Local Data to be collected from 911, Hospital Emergency Department, demographic and medical examiner data, normative analysis to predict the rate of addiction among age groups, Medicaid, Medicare and other health data to predict the size of the problem. In process

-Online Survey for Residents and others to complete regarding the issues: shorturl.at/ezCDE

Future Steps and Activities to fulfill the requirements of the Opioid Settlement Funds.

-To allocate and expend the Opioid Settlement Funds requires Counties to choose one of two options outlined below:

Option A-

Under Option A, a local government may fund one or more strategies from a shorter list of evidence-based, high-impact strategies to address the epidemic, including many strategies already deployed at the county level. The Option A strategies include:

- evidence-based addiction treatment
- recovery support services
- recovery housing
- employment-related services
- early intervention programs
- naloxone distribution
- post-overdose response teams
- syringe service programs
- criminal justice diversion programs
- addiction treatment for incarcerated persons
- reentry programs

Option B- (Columbus County has chosen to go with Option B)

Under Option B, a local government may fund one or more strategies from a longer list of strategies **after engaging in a collaborative strategic planning process involving a diverse array of stakeholders at the local level.** The longer list of Option B strategies – the full range of strategies that will be allowed under a national settlement or bankruptcy resolution – involve multiple strategies falling into these broad categories:

- Provide treatment for Opioid Use Disorder (OUD)
- Support people in treatment and recovery and provide connections to care
- Address the needs of criminal-justice-involved persons with OUD
- Address the needs of pregnant or parenting women and their families
- Prevent over-prescribing of opioids and misuse of opioids
- Prevent overdose deaths and other harms (harm reduction)

Timeline for the Columbus County Needs Assessment Report and Strategic Plan: Report will be finalized by June 30, 2022. A presentation of the strategic plan and report findings will be given to the County Commissioners at the July 2022 meeting.

Areas that have been mentioned repeatedly todate in the interviews and Focus Groups:

- Lack of Substance Abuse Treatment services for Adolescents in the County
- Lack of Services such as Detox, Intervention, Assessment and organized Substance Abuse Treatment Services for those individuals who do not have the ability to pay.
- Lack of Community Awareness of Substance Abuse Issues and how to get help for addiction
- Overwhelming numbers of children being raised by relatives and foster care parents due to parents being addicted
- Violence in smaller communities in Columbus County related to dealing and use of substances
- Elderly pain medications i.e., overprescribing
- Emergency Department at hospital and the Involuntary Commitment Statute (IVC) being over-utilized in place of readily accessible treatment services.
- No psychiatric Services available in the County.
- Lack of Trained Professionals to treat Substance Use Issues throughout public services i.e., child welfare, social services, hospitals ED, police departments.
- Serious lack of knowledge among Columbus County about where to get help for a Substance Abuse Problem.

Submitted by:

Cynthia Wiford, MRC, ACT Associates LLC

Dr. David Heller, 2105 Bella Coola Road, Lake Waccamaw NC 28450, stated the following:

- I want to speak to you this evening about something very similar to what Stephanie just spoke to you about, with regards to the opioid settlement that is still pending but hopefully will be arriving here in county soon.
- One of the things I want to urge you to do is follow suit with what took place in our neighboring county, over in Brunswick.
- They established a substance use and addiction commission made up of representatives throughout the county in different facets of county work to address the concerns of substance abuse and addiction.
- It was designed to increase public awareness of substance abuse addiction; engage community members on a larger scale; reduce the stigma surrounding addiction and mental health; to assess the availability and accessibility of mental health drug addiction treatment services and overdose reversal through the county; and identify those areas that are underserved and support those areas through evidence based treatments.
- Our problem continues to grow and the Brunswick County Commission has said they would be more than happy to work with the commission if it were established here, after all, we are sharing a great deal of clientele between the two counties.
- I would encourage you to do that and I would be happy to serve on that myself.
- I've spoken with the Sheriff's Office and they are behind this as well and it is desperately needed here in Columbus County.
- If we don't do something soon, we're going to be in a much worse situation than we are right now.

Agenda Item #8: EMPLOYEE SPOTLIGHT – GREGORY DAVIS:

County Manager Eddie Madden will spotlight Columbus County Soil & Water Conservation District's Water Quality Technician, Mr. Gregory Davis.

County Manager Eddie Madden stated the following:

- Thank you for the opportunity to recognize Mr. Gregory Davis.
- Greg Davis has been employed with the Soil & Water Conservation District for the past 24 years.
- During his time here he has gone above and beyond aiding local farmers to develop sustainable conservation practices.
- His knowledge, skill and ability to connect to farmers has been a tremendous asset to our department.
- He currently is administering the North Carolina Agricultural Cost-Share Program and the Agricultural Water Resource Assistance Program and has been efficient in obtaining assistance funding for our county farmers.
- Greg is a dependable employee who is dedicated to helping local farmers be the best they can be in their occupation.
- Greg delivers a high quality service, ensuring appropriate support, and advice is given to local farmers and also his fellow staff.
- “His attention to detail and his willingness to help on difficult tasks has repeatedly impressed me”, said Director Hayes.
- Greg's skills far exceed just his work ethic, he is often one who has a positive and cheerful attitude.
- He is a dedicated and innovative employee who also portrays many leadership qualities.
- Greg's ability to communicate well and motivate others on the team, handle responsibilities and listen to feedback is remarkable.

- He loves helping others and works well under difficult circumstances and always tries to lift others up in the office.
- So, please, help me recognize Greg Davis as the employee Spotlight Recipient this evening.

Agenda Item #9: PROCLAMATION – APPROVAL OF VIETNAM VETERANS DAY PROCLAMATION:

Mike Creen and Anita Adams requested Board Approval and Adoption.

VIETNAM VETERANS DAY PROCLAMATION

WHEREAS, on January 12, 1962, Operation Chopper marked America’s first combat mission against the Viet Cong, and the beginning of one of our longest and most challenging wars; **and**

WHEREAS, in the face of controversy and opposition at home, millions of Americans honorably answered the call to serve our country, pushing through jungles and rice paddies, heat and monsoon, fighting heroically to protect the ideals we hold dear as Americans; **and**

WHEREAS, thousands of soldiers returned home only to be met with hostility and neglect from an ungrateful nation; facing treatment unbecoming their courage and a welcome unworthy of their example; **and**

WHEREAS, it is our duty as American citizens to honor their proud legacy; these soldiers who bear shrapnel and scars, and are burdened by the invisible wounds of war, of PTSD, of Agent Orange, and of memories that will never fade; they have sacrificed so much for our country and received so little; **and**

WHEREAS, now, we as a nation look inward, to honor a generation of veterans whose homecoming never was, we pay tribute to the more than 3 million servicemen and women who left their families to serve bravely, a world away from everything they knew, and everyone they loved, and we reflect with solemn reverence upon the valor of a generation that served with honor.

NOW, THEREFORE, BE IT RESOLVED, we the Columbus County Board of Commissioners, wish to thank our Vietnam Veterans for their service and urge all citizens to join us in commemorating, March 29th, as Vietnam Veterans Day.

Adopted this the 21st day of March, 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/ **LATOYA WILLIAMS, Deputy Clerk**

/s/ **JEROME MCMILLIAN, Vice Chairman**

/s/ **GILES E. BYRD**

/s/ **BRENT WATTS**

/s/ **EDWIN H. MADDEN, Jr., Manager**

/s/ **AMANDA B. PRINCE, Staff Attorney/Clerk to the Board**

MOTION:

Commissioner Coleman made a motion to Approve the Proclamation, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #10: RECOGNITION – KRISTIE MASSEY:

The Commissioners recognized Department of Aging Director, Kristie Massey, for obtaining grant funding to improve employee salaries.

County Manager Eddie Madden stated the following:

- As background, Director Kristie Massey, applied for a grant for a one-time bonus of up to \$2,000 for each of her employees that qualified for the strategic application process of all 58 employees.
- All of them were awarded the \$2,000, one-time bonus.
- The bonus was made possible through the Medicaid Cares Funding Program, and so this evening the Board has the opportunity to approve this recognition for the service Director Massey rendered in obtaining funding for her employees.
- It goes above and beyond her normal responsibilities and duties.
- So, we ask the Board to approve this recognition.

MOTION:

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

Agenda Item #11: PRESENTATION – COLUMBUS COUNTY RAMPS AND RAILS:

The Commissioners thanked these groups for their work with the Columbus County Ramps and Rails Program.

**PROCLAMATION OF APPRECIATION
TO THE HALLSBORO BAPTIST MEN**

WHEREAS, Matthew 5:16 states, “In the same way, let your light shine before others, that they may see your good deeds and glorify your Father in heaven.”; **and**

WHEREAS, in the face of great need the Hallsboro Baptist Men have allowed their bright light to shine all across the county, selflessly volunteering their time and effort to help those in need; **and**

WHEREAS, despite unprecedented challenges, including a global pandemic and supply chain shortages, the Hallsboro Baptist Men have continued to work in their community, showing concern and compassion for their neighbor;

NOW, THEREFORE, BE IT RESOLVED, we the Columbus County Board of Commissioners, wish to thank the Hallsboro Baptist Men for their hard work and recognize the following participants for their kind acts and dedication to the citizens of Columbus County:

*Hadi Ipekyun
Alan Harrelson
David Heath
Sonney Sharp
Paul Council
Willis Fennell
Tim Carson*

*Fred Senter
Leroy Council
Dennis Tate
Barry McQueen
Emory Worley
Van Pierce
Cary Flemming*

*Gene Stephens
Richard Gore
James Council
Jason Holmes
Donald Hester
Roscoe Shaw*

Adopted this the 21st day of March, 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/ **LATOYA WILLIAMS**, Deputy Clerk

/s/ **JEROME MCMILLIAN**, Vice Chairman
/s/ **GILES E. BYRD**
/s/ **BRENT WATTS**
/s/ **EDWIN H. MADDEN, Jr.**, Manager
/s/ **AMANDA B. PRINCE**, Staff Attorney/Clerk
to the Board

PRESENTED TO
HALLSBORO BAPTIST MEN
IN GRATEFUL APPRECIATION
FOR YOUR WILLINGNESS TO SERVE
THE CITIZENS OF
COLUMBUS COUNTY
THROUGH THE RAMPS & RAILS PROGRAM

COLUMBUS COUNTY BOARD OF COMMISSIONERS

**PROCLAMATION OF APPRECIATION
TO THE BEAVERDAM BAPTIST MEN**

WHEREAS, Matthew 5:16 states, “In the same way, let your light shine before others, that they may see your good deeds and glorify your Father in heaven.”; **and**

WHEREAS, in the face of great need the Beaverdam Baptist Men have allowed their bright light to shine all across the county, selflessly volunteering their time and effort to help those in need; **and**

WHEREAS, despite unprecedented challenges, including a global pandemic and supply chain shortages, the Beaverdam Baptist Men have continued to work in their community, showing concern and compassion for their neighbor;

NOW, THEREFORE, BE IT RESOLVED, we the Columbus County Board of Commissioners, wish to thank the Beaverdam Baptist Men for their hard work and recognize the following participants for their kind acts and dedication to the citizens of Columbus County:

- | | | | |
|------------------------|-------------------------|------------------------|-----------------------|
| <i>J. R. McPherson</i> | <i>Zander Corland</i> | <i>Keith McPherson</i> | <i>Tony McPherson</i> |
| <i>Ted McPherson</i> | <i>Ned McPherson</i> | <i>Irvin McPherson</i> | <i>Billy Gore</i> |
| <i>Wayne Buffkin</i> | <i>Darryl McPherson</i> | | |

Adopted this the 21st day of March, 2022.

Columbus County Board of Commissioners

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|--|---|
| <i>/s/ RICKY BULLARD, Chairman</i> | <i>/s/ JEROME MCMILLIAN, Vice Chairman</i> |
| <i>/s/ CHRIS SMITH</i> | <i>/s/ GILES E. BYRD</i> |
| <i>/s/ LAVERN COLEMAN</i> | <i>/s/ BRENT WATTS</i> |
| <i>/s/ CHARLES T. MCDOWELL</i> | <i>/s/ EDWIN H. MADDEN, Jr., Manager</i> |
| <i>/s/ BOYD WORLEY, Board Attorney</i> | <i>/s/AMANDA B. PRINCE, Staff Attorney/Clerk to the Board</i> |
| <i>/s/ LATOYA WILLIAMS, Deputy Clerk</i> | |

PRESENTED TO
BEAVERDAM BAPTIST MEN
 IN GRATEFUL APPRECIATION
 FOR YOUR WILLINGNESS TO SERVE
 THE CITIZENS OF
 COLUMBUS COUNTY
 THROUGH THE RAMPS & RAILS PROGRAM

 COLUMBUS COUNTY BOARD OF COMMISSIONERS

**PROCLAMATION OF APPRECIATION
 TO THE RIEGELWOOD BAPTIST MEN**

WHEREAS, Matthew 5:16 states, “In the same way, let your light shine before others, that they may see your good deeds and glorify your Father in heaven.”; **and**

WHEREAS, in the face of great need the Riegelwood Baptist Men have allowed their bright light to shine all across the county, selflessly volunteering their time and effort to help those in need; **and**

WHEREAS, despite unprecedented challenges, including a global pandemic and supply chain shortages, the Riegelwood Baptist Men have continued to work in their community, showing concern and compassion for their neighbor;

NOW, THEREFORE, BE IT RESOLVED, we the Columbus County Board of Commissioners, wish to thank the Riegelwood Baptist Men for their hard work and recognize the following participants for their kind acts and dedication to the citizens of Columbus County:

- | | | | |
|------------------------|-----------------------|---------------------|---------------------------|
| <i>Murray Mintz</i> | <i>D. J. Peterson</i> | <i>Ronnie Russ</i> | <i>Kelly Myres</i> |
| <i>Anthony Dowless</i> | <i>Kenneth Myres</i> | <i>Buddy Edge</i> | <i>Charles Formyduval</i> |
| <i>J. B. Scholar</i> | <i>Charlie Fish</i> | <i>Craig Gore</i> | <i>Lavern Coleman</i> |
| <i>Malton Tripp</i> | <i>Tommy Tedder</i> | <i>Patrick Wahl</i> | <i>Gray Mintz</i> |

Adopted this the 21st day of March, 2022.

Columbus County Board of Commissioners

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|--|---|
| <i>/s/ RICKY BULLARD, Chairman</i> | <i>/s/ JEROME MCMILLIAN, Vice Chairman</i> |
| <i>/s/ CHRIS SMITH</i> | <i>/s/ GILES E. BYRD</i> |
| <i>/s/ LAVERN COLEMAN</i> | <i>/s/ BRENT WATTS</i> |
| <i>/s/ CHARLES T. MCDOWELL</i> | <i>/s/ EDWIN H. MADDEN, Jr., Manager</i> |
| <i>/s/ BOYD WORLEY, Board Attorney</i> | <i>/s/AMANDA B. PRINCE, Staff Attorney/Clerk to the Board</i> |
| <i>/s/ LATOYA WILLIAMS, Deputy Clerk</i> | |

PRESENTED TO
RIEGELWOOD BAPTIST MEN

IN GRATEFUL APPRECIATION
 FOR YOUR WILLINGNESS TO SERVE
 THE CITIZENS OF
 COLUMBUS COUNTY
 THROUGH THE RAMPS & RAILS PROGRAM

COLUMBUS COUNTY BOARD OF COMMISSIONERS

**PROCLAMATION OF APPRECIATION TO THE
 COLUMBUS BAPTIST ASSOCIATION**

WHEREAS, Matthew 5:16 states, “In the same way, let your light shine before others, that they may see your good deeds and glorify your Father in heaven.”; **and**

WHEREAS, in the face of great need the Columbus Baptist Association has allowed their bright light to shine all across the county, selflessly volunteering their time and effort to help those in need; **and**

WHEREAS, despite unprecedented challenges, including a global pandemic and supply chain shortages, the Columbus Baptist Association has continued to work in their community, showing concern and compassion for their neighbors.

NOW, THEREFORE, BE IT RESOLVED, we the Columbus County Board of Commissioners, wish to thank the Columbus Baptist Association for their hard work and dedication to the citizens of Columbus County.

Adopted this the 21st day of March, 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/ **LATOYA WILLIAMS, Deputy Clerk**

/s/ **JEROME MCMILLIAN, Vice Chairman**
 /s/ **GILES E. BYRD**
 /s/ **BRENT WATTS**
 /s/ **EDWIN H. MADDEN, Jr., Manager**
 /s/ **AMANDA B. PRINCE, Staff Attorney/Clerk to the Board**

PRESENTED TO
COLUMBUS BAPTIST ASSOCIATION

IN GRATEFUL APPRECIATION
 FOR YOUR WILLINGNESS TO SERVE
 THE CITIZENS OF
 COLUMBUS COUNTY
 THROUGH THE RAMPS & RAILS PROGRAM

COLUMBUS COUNTY BOARD OF COMMISSIONERS

**PROCLAMATION OF APPRECIATION TO THE
 BOARDMAN PENTECOSTAL HOLINESS CHURCH MEN’S MINISTRY**

WHEREAS, Matthew 5:16 states, “In the same way, let your light shine before others, that they may see your good deeds and glorify your Father in heaven.”; **and**

WHEREAS, in the face of great need the Boardman Pentecostal Holiness Church Men’s Ministry have allowed their bright light to shine all across the county, selflessly volunteering their time and effort to help those in need; **and**

WHEREAS, despite unprecedented challenges, including a global pandemic and supply chain shortages, the Boardman Pentecostal Holiness Church Men’s Ministry have continued to work in their community, showing concern and compassion for their neighbor;

NOW, THEREFORE, BE IT RESOLVED, we the Columbus County Board of Commissioners, wish to thank the Boardman Pentecostal Holiness Church Men’s Ministry for their hard work and recognize the following participants for their kind acts and dedication to the citizens of Columbus County:

Reverend Curtiss Shirley

Reverend Adam Johnson

Eric Tanner

*Morris Reynaud
Stephen Johnson
Paul Canady
Lenwood Shirley
Donald Shirley*

*Glenn Ford
Cameron Mabe
Isaac Canady
Denise Shirley
Larry Williamson*

*Earl Johnson
Truett Canady
Joe Shirley
Jill Nance
Randy Williamson*

Adopted this the 21st day of March, 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/ LATOYA WILLIAMS, Deputy Clerk

/s/ JEROME MCMILLIAN, Vice Chairman
/s/ GILES E. BYRD
/s/ BRENT WATTS
/s/ EDWIN H. MADDEN, Jr., Manager
/s/AMANDA B. PRINCE, Staff Attorney/Clerk to the Board

PRESENTED TO
BOARDMAN P.H.C. MEN’S MINISTRY

IN GRATEFUL APPRECIATION
FOR YOUR WILLINGNESS TO SERVE
THE CITIZENS OF
COLUMBUS COUNTY
THROUGH THE RAMPS & RAILS PROGRAM

COLUMBUS COUNTY BOARD OF COMMISSIONERS

MOTION:

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

MOTION:

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

Agenda Item #12: PROCLAMATION – APPROVAL OF PROCLAMATION OF SUPPORT FOR MS. RYLEIGH MADISON:

The Commissioners congratulated Ryleigh on winning a golden ticket to Hollywood on American Idol.

PROCLAMATION OF SUPPORT FOR RYLEIGH MADISON

WHEREAS, Ryleigh Madison has been singing since she was 3 years old, feeling drawn to the stage as a little girl, inspired and encouraged by her family to perform; **and**

WHEREAS, Ryleigh, a long-time fan of American Idol, having watched the show growing up, decided to audition, seeing the many lives changed by the opportunities afforded contestants; **and**

WHEREAS, in November of 2021, Ryleigh, with the support of her family, gathered her courage, got out of her comfort zone, and traveled to Nashville, Tennessee, to try out for the show; **and**

WHEREAS, on Sunday, March 13th, we watched Ryleigh Madison’s dream come true, as she made her national television debut performing on ABC’s American Idol; **and**

WHEREAS, Ryleigh, full of personality and southern charm, won over the hearts of the American Idol judges with her performance of “The Good Ones” by Gabby Barrett.

NOW, THEREFORE, BE IT RESOLVED, we the Columbus County Board of Commissioners, wish to congratulate Ryleigh on winning the golden ticket to perform in Hollywood and wish her much success in all her future endeavors.

Adopted this the 21st day of March, 2022.

MOTION:

Commissioner Byrd made a motion to approve the proclamation of support, seconded by Commissioner Smith. The motion unanimously approved.

Agenda Item #13: RESOLUTION – APPROVAL OF RESOLUTION REQUESTING FUNDING OF A 10 MILE PARALLEL LINE FOR THE LOWER CAPE FEAR WATER AND SEWER AUTHORITY:

Tim Holloman, Lower Cape Fear Water and Sewer Authority Executive Director, requested Board Approval.

**Resolution Requesting funding of a 10 Mile Parallel line
For the Lower Cape Fear Water and Sewer Authority**

WHEREAS, the Lower Cape Fear Water and Sewer Authority (Authority) serves Brunswick, Bladen, Pender, New Hanover, Columbus Counties, and the City of Wilmington with a Board of Directors representing those local governments; and

WHEREAS, the Authority, as the largest regional water system in Eastern North Carolina, has the primary role of providing raw water from the Cape Fear to supply treatment facilities that serve 550,000 customers in three separate counties: and,

WHEREAS the Columbus County Board of Commissioners wish to ensure reliable availability and redundancy; and

WHEREAS, this past November, the Authority experienced a major leak on a segment of line without redundancy; and

WHEREAS, should this same type of leak have occurred during the peak seasonal months, the potable water needs of the Authority's wholesale customers, to include the State Port, ten regional medical facilities, the Sunny Point Military Terminal, the rail terminal in Leland and the Port terminal in Boiling Springs Lakes, and numerous other essential operating businesses and facilities would be at risk, forcing those users to take extreme conservation measures during a worst-case crisis scenario; and

WHEREAS the current estimated cost for a 48" parallel line to resolve this risk is projected to be \$54 million; and

WHEREAS should the Authority bear the costs for this project alone, the practical impact would cause our utility to double the rates and charges for wholesale customers to rise from .33 per 1,000 gallons to .66 per 1,000 gallons; and

WHEREAS such funding burden would endanger or preclude funding for routine maintenance or other critical projects for the foreseeable future; and

WHEREAS the Columbus County Commissioners along with the Authority's Board of Directors calls upon the legislators to assist in funding this critical regional infrastructure for eastern North Carolina.

NOW, THEREFORE, BE IT RESOLVED, the Columbus County Board of Commissioners request members of the North Carolina Legislature to allocate funding for a ten-mile parallel line for the purposes of redundancy, reliability, and emergency management.

THEREFORE, BE IT FURTHER RESOLVED, that a copy of this resolution be recorded in the permanent minutes of this Board.

Adopted this the 21st day March of 2022.

Chairman

Clerk to the Board

MOTION:

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

Agenda Item #14: APPROVAL OF CORRECTION TO THE FEBRUARY 21, 2022 BOARD MEETING MINUTES:

LaToya Williams, Deputy Clerk, requested Board Approval to make a correction to the Employee Spotlight section of the minutes.

The correction was made to the February 21, 2022 Regular Session meeting minutes.

MOTION:

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

Agenda Item #15: NC COOPERATIVE EXTENSION – APPROVAL OF EAST COAST MIGRANT HEAD START PROJECT & NC COOPERATIVE EXTENSION SERVICE INFORMAL PARTNERSHIP AGREEMENT:

Dr. Dalton Dockery, Director, is requesting Board Approval of the agreement.

**East Coast Migrant Head Start Project
And Columbus County Cooperative Extension
Informal Partnership Agreement**

Goal: To ensure the ECMHSP - Whiteville Educational Campus has an off-site evacuation location to ensure the safety of the children and staff.

East Coast Migrant Head Start Project-Whiteville Educational Campus and Columbus County Cooperative Extensions agree to the following plan of action:

ECMHSP/ Whiteville Educational Campus will: Provide Head Start services to the children of migrant and seasonal farm workers at the Whiteville Educational Campus located in Columbus County. Such services shall comply with the Head Start Performance Standards and all other applicable federal and state laws, rules, and regulations.

Columbus County Cooperative Extension will: allow the Whiteville Educational Campus to use their facility for off site evacuations for the children and staff in the event of an emergency that requires the staff and children to leave the Whiteville Educational Campus.

The following PII information was shared with the community partner:

Protection of Personally Identifiable Information (PII): Provider agrees to protect PII from unauthorized disclosure. Any unauthorized disclosure of PII shall constitute a material breach of this Agreement. The provider must immediately report to ECMHSP any unauthorized disclosure of PII. In the event of an unauthorized disclosure of PII, ECMHSP may avail itself of any remedy available to it under applicable law, including, but not limited to, the termination of this Agreement. The provider agrees to destroy all child records containing PII provided to provider by ECMHSP after those child records are no longer needed for the purpose for which they were disclosed.

Disclosure of personally identifiable information (PII): ECMHSP may disclose PII from child's records to provider to allow the provider to facilitate services and/or to provide services to the child in accordance with this Agreement.

Confidentiality: The provider agrees to maintain the confidentiality of all medical information provided to the provider by East Coast, if any. Under this agreement both parties will accept 'implied mutual consent' for the exchange of information relative to children referred to Columbus County Cooperative Extension by East Coast.

Columbus County Cooperative Extension: _____ Date: _____

Dr. Dalton Dockery, Director

ECMHSP - Whiteville Educational Campus: _____ Date: _____

Cathy Cobb, Center Director

MOTION:

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

Agenda Item #16: **MOTOROLA – APPROVAL OF UPDATED SERVICING CONTRACT FOR VIPER RADIO SYSTEM:**

Assistant County Manager Nick West requested Board approval.

COLUMBUS COUNTY, NC

MARCH 6, 2022

LIFECYCLE SUSTAINMENT SERVICES

COLUMBUS COUNTY, NC



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The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

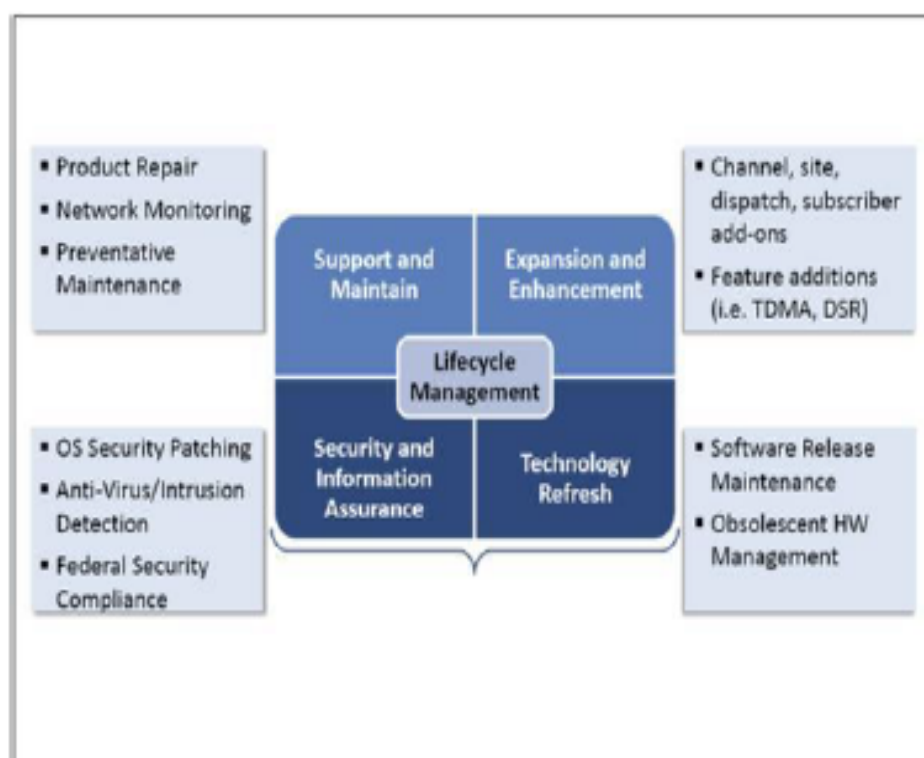
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LAND MOBILE RADIO LIFECYCLE SUSTAINMENT

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 ^{1 2}	✓
Professional implementation services to upgrade your live system	✓

¹ 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.

² 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.

- 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.

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.

- 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.

- 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.

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

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.

- 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.

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.

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	
System Level Feature Inputs	-
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)	
Security Inputs	-
# 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?	
RF Site Inputs	-
# 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	
Dispatch Site Inputs	-
# of Dispatch Site Locations	1
# Gold Elite Consoles	
# MCC 7500	6
# MCC 7100	
# of MIP 5000	
# AIS	1
# of CCGWs	3
Subscriber Inputs	-
# Voice Subscribers	



Training - Included in All SUA & SUAll Quotes - This is auto-calculated	-
Training: Impact Training (1 Day)	
Training: Implementation Training (3 Days)	
Third Party Inputs	-
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?	

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 4/25/2022.

Lifecycle Products (NSAD)	2019	2020	2021	2022	2023
System Upgrade Agreement SUA III	-	-	\$ 9,157.00	-	-

Lifecycle Products (NSAD)	2024	2025	2026	2027	Total
System Upgrade Agreement SUA III	\$ 36,474.00	-	-	\$ 36,474.00	\$ 82,105.00

(Motorola Partner Discount of (\$ 84,867.26) included)

SUAllI 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 SUAllI Statement of Work dated March 6, 2022
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.

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 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 \$82,105.00. 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.

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

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.

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.

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.

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: _____

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 Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

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, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-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

processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

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.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of North Carolina. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

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

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

MOTION:

Commissioner McDowell made a motion to approve pending changes recommended by Assistant County Manager Nick West, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #17: DSS MONTHLY ADMINISTRATIVE UPDATE:

Algernon McKenzie, Director, provided the monthly update.

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

On February 10, 2022, I participated on the monthly North Carolina Director's Association zoom meeting. During the meeting we received updates on Medicaid. The Division is working on changes to Medicaid for foster children who were not included in Medicaid Transformation. We were informed that the requirement for applying for Medicaid for another person is changing. Guardianship must be established now prior to an individual or DSS makes an application for Medicaid. The individual must sign the application unless they are unable to sign, and provide verification of incapacity.

The Division is exploring ways to improve the availability of placement for children in Child Welfare with behavioral and mental health needs. There will be a plan developed to address the issues facing local DSS agencies in Child Welfare. The Director's Association will work along with the division in this effort which will require funding to implement.

During the month of February, we received a policy change for the Low Income Housing Water Assistance Program. Individuals are able to receive help more than one time, if they move into another category. However, individuals in group 3 have not been disconnected or in danger of being disconnected will continue to have a \$600.00 limit for assistance. There have been over 18,596 households assisted in North Carolina. We have served 108 households in Columbus County.

During the month of February, I participated in eight webinars, zoom meeting, and in person meetings.

The month of March is National Social Work Month. Social workers are often not popular because of the job they do, but they are very important in the lives of children and families who need help. They are the voice for so many who often go unheard. Columbus County DSS has some great social workers who work hard to make a difference for families. Hats off to social workers everywhere.

Columbus County DSS continues to be open to the public and provide services to the community. Our building continues to be treated daily and mask are now optional.

Lastly, April is Child Abuse Prevention Month. We encourage everyone to help us prevent child abuse by reporting concerns of abuse to law enforcement or your local department of social services. Together we can ensure a safe and bright future for all children.

February 2022
Human Services

Adult Services (APS)

APS Reports Accepted: 2
County Wards: 29
Number of Payee Cases: 21
Adults Served APS: 5
Number of Medicaid Transportation Trips: 910
Amount Requested for Reimbursement: \$13,267.70

Children's Protective Services (CPS)

Reports Accepted: 30
Reports Screened out: 24
Families Receiving In-Home Services: 44
Children Served: 101
Contacts with Families Monthly: 457

Assessments: 22

Foster Care

Foster Children in Foster Homes: 116

Children Placed Outside County: 35

Agency Adoptions: 0

Pending Adoptions: 8

Total Foster Homes Licensed: 6

Total Children in Foster Care: 124

Work First Employment (TANF)

Applications Taken: 9

Applications Approved: 6

Individuals Receiving Benefits: 255

Entered Employments: 1

Number in Non-Paid Work Experience: 0

Program Integrity

Collections for Fraud: \$589.00

New Referrals: 3

Cases Established: 0

Day Care

Children Receiving Day Care Assistance: 405

Children on the Waiting List: 164

Amount Spent on Day Care Services: \$181,611.00

February 2022

Economic Services

Food & Nutrition

Applications Taken: 188

Applications Approved: 181

Active Cases: 6,805

Benefits Issued: \$3,245,665.00

Participants Served: 13,445

Adult Medicaid

Applications Taken: 99

Cases Terminated: 22

Redeterminations: 365

Applications Processed: 129

Family & Children's Medicaid

Applications Taken: 129

Applications Processed: 306

Redeterminations: 582

Total Medicaid Cases: 14,802

Total Individuals Receiving: 22,360

Child Support

Absent Parents Located: 44

Orders Enforced: 813

Active Cases: 3,832

Collections: \$360,624.00

Respectfully submitted,
Algernon McKenzie

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

Intake/Investigation/Assessment:

The Intake/Investigation/Assessment Unit continues to be fully staffed. 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 will be deemed completed with all goals met in March. This Unit did a great job in implementing strategies and working hard to meet the objectives of the plan. 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 re-advertised and interviews are scheduled. Total contacts and children served 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 break county records, yet again, for the largest amount of children in custody in Columbus County with an increase again this month. With a change in judge and a new DSS attorney who has a goal of working on dealing with this increase, hopefully caseloads will level off with older cases coming to some sort of resolution in the best interest of the children involved. 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 continue to work 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. 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 one vacancy, but will soon have a second due to a worker transferring to another Unit within the agency. Interviews are currently scheduled for the one vacancy. The Supervisor continues to assist with making contacts with clients to assist her limited staff. 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. Although this unit is open for in-person applications, telephone interviews continue for Work First applications, recertification's, short-term services and benefits. 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. Recent information from the state indicates that this Unit will soon begin transitioning back to regular processing after COVID-19 waivers end. 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 will be fully staffed in late March due to a worker transferring from another Unit within the agency. The Supervisor and staff continue to work the over and under payment report to ensure proper payment is being made to county daycare providers. 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, which is decreasing slowly. 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

Both Energy Programs, CIP and LIEAP, continue 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 1 temporary staff, and Program Integrity staff are assisting as needed. Finding temporary staff and keeping them has been a huge problem as staffing agencies continue to struggle to find willing and able staff to assist. This is the first time this has ever happened. Applications are slowly decreasing, helping with the need for additional staff. 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. Cut off notices are beginning to be seen for Duke and are expected to pick up after the end of March. There is discussion by the state about the possibility of more supplemental payments and/or automatic approvals and more assistance from Duke Energy for its customers.

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: February 2022

News/Updates/Vacancies

Food and Nutrition:

The waiver for clients to receive the maximum allotment for benefits is reviewed monthly and was extended in February for March benefits. The State continues to review all other waivers and have put interviews back in place for recertifications for all the case numbers that end in an odd number. This helps with the workload so workers will not have recerts due all at the same time. The waiver for adults that must work is still in place which continues to allow clients to be eligible and has increased our active cases by 1208 since 2019. We have been notified that our Management Evaluation will be in March which means this will be like a State Audit except more in depth. Not only will 70 cases be reviewed but USDA requires checking that our hours are posted, our night phone tells clients when we are open, we have the correct posters in the lobby area and on the halls where applications are taken and our Civil Rights Training is completed annually. They go in depth with everything and if errors are found, there are no chargebacks however, we must go into corrective action and we are then audited again in 6 months. They go as far as interviewing the Director, a supervisor, a front desk staff, 2 workers and the Civil Rights officer along with 3 agency partners. This Team has 1 vacancy and 1 new hire in the early stages of training.

Adult and Family & Children's Medicaid:

The Medicaid Teams had a consultation conference call for the last month of the REDA Audit. We passed the last month at 100% however have not received any notification as to what will happen next. We were notified as soon as all counties have completed their Audits, all counties would be notified of common errors across the State. We are one of the counties that was in the last phase of audits. Medicaid Transformation continues to transition smoothly. Based on a February report from the State, Columbus County has 12,154 recipients that are on a Mandatory Standard Health Plan and 8,329 that will be transitioned at a later time or are in an excluded program. Some of these recipients are on target to transition in December 2022.

The Adult Team has 2 vacancies with 1 new hire in the early stages of training. 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:

- This Team has a Supervisor vacancy in the Long Term Care unit. We have recommended a new hire and are awaiting a start date. While all guidelines for Medicaid follows the Long Term Care Medicaid, it remains one of the more complex programs within Economic Services.
- Transportation continues to remain very busy. We are getting several request wanting to contract with us to be a Non-Emergency Medicaid Transportation Vendor. This also involves being approved by the State and be enrolled in NCTRACKS for payment of claims.
- Housekeeping continues to keep our building clean. We continue to have a vacancy on this team.

Child Support and Paralegal:

Effective February 16th, absent parents and employers can now use an Interactive Voice Response System to make their Child Support Payments. This new phone service will require a 2.5% convenience fee in addition to the child support payment. Each State Representative has an area they are assigned to. Within each area there are “The Top 10” collectors; meaning all workers from each county are evaluated for their Collection Rate. Our Child Support Team had a worker on the February “Top 10” report amongst 14 counties. Her collection rate was 71.9% and the state average collection rate for February was 64.8%. Child Support attended court 3 days and prepared 230 cases while having 213 orders prepared. This Team continues to struggle with 5 vacancies and another resignation given for last date of employment in March. We continue to have little success with applicants applying for or meeting the qualifying requirements for these positions.

Agenda Item #18: FINANCE – ACCEPTANCE OF FINANCE REPORT:

Jay Leatherman, Director, requested Board acceptance of the Monthly Finance Report.

**COUNTY OF COLUMBUS
FINANCIAL SUMMARY REPORT
February 28, 2022**

Percent of Year Complete: 66.7%

FUND 10 - OPERATIONS	FY 21/22	ACTUAL YTD	BALANCE	% Expensed
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
AD VALOREM TAXES	\$ 33,747,267	\$ 28,490,242	\$ 5,257,025	84.42%
COURT	\$ 90,000	\$ 45,169	\$ 44,831	50.19%
SALES TAX	\$ 11,966,105	\$ 8,421,622	\$ 3,544,483	70.38%
NC JCPC PROGRAM - TEEN COURT	\$ 71,977	\$ 45,925	\$ 26,052	63.81%
ELECTION FEES	\$ 31,700	\$ 26,884	\$ 4,816	84.81%
COLLECTION FEES	\$ 34,400	\$ 3,153	\$ 31,247	9.17%
REGISTER OF DEEDS	\$ 377,000	\$ 421,543	\$ (44,543)	111.82%
SHERIFF	\$ 2,075,956	\$ 235,076	\$ 1,840,880	11.32%
DETENTION CENTER	\$ 1,551,000	\$ 502,454	\$ 1,048,546	32.40%
EMERGENCY MANAGEMENT	\$ 56,101	\$ 13,202	\$ 42,899	23.53%
FIRE DEPARTMENT	\$ 22,500	\$ 9,989	\$ 12,511	44.40%
INSPECTION	\$ 370,000	\$ 213,473	\$ 156,527	57.70%
ANIMAL CONTROL	\$ 134,398	\$ 137,240	\$ (2,842)	102.11%
AIRPORT	\$ 538,500	\$ 210,334	\$ 328,166	39.06%
ECONOMIC DEVELOPMENT	\$ 240,500	\$ 175,000	\$ 65,500	72.77%
PLANNING	\$ 9,800	\$ 5,745	\$ 4,055	58.62%
SOIL CONSERVATION	\$ 37,180	\$ 1,157	\$ 36,023	3.11%
DEPARTMENT OF AGING REVENUES	\$ 2,060,658	\$ 920,113	\$ 1,140,545	44.65%
HEALTH DEPARTMENT	\$ 2,910,990	\$ 1,618,841	\$ 1,292,149	55.61%
SOCIAL SERVICE	\$ 6,798,170	\$ 2,842,802	\$ 3,955,368	41.82%
VETERANS SERVICE	\$ 2,000	\$ -	\$ 2,000	0.00%
PUBLIC SCHOOLS	\$ 18,000	\$ 9,874	\$ 8,126	54.86%
LIBRARY	\$ 171,000	\$ 81,519	\$ 89,481	47.67%
RECREATION	\$ 24,500	\$ 8,560	\$ 15,940	34.94%
MISCELLANEOUS REVENUES	\$ 435,719	\$ 217,016	\$ 218,703	49.81%
INVESTMENT EARNINGS	\$ 600,000	\$ (4,896)	\$ 604,896	-0.82%
AMERICAN RECOVERY FUNDS	\$ 3,265,239	\$ -	\$ 3,265,239	0.00%
FUND BALANCE APPROPRIATED	\$ 104,201	\$ -	\$ 104,201	0.00%
Total General Fund Revenues	\$ 67,744,861	\$ 44,652,037	\$ 23,092,824	65.91%

COUNTY OF COLUMBUS
FINANCIAL SUMMARY REPORT
 February 28, 2022

Percent of Year Complete: 66.7%

FUND 10 - OPERATIONS	FY 21/22	YTD	BALANCE	% EXPENSED
<i>EXPENDITURES</i>	BUDGET	TOTALS	REMAINING	YTD
GOVERNING BODY	\$ 342,490	\$ 215,586	\$ 126,904	62.95%
ADMINISTRATION	\$ 487,497	\$ 329,275	\$ 158,222	67.54%
PERSONNEL	\$ 167,583	\$ 82,348	\$ 85,235	49.14%
FINANCE	\$ 593,661	\$ 435,907	\$ 157,754	73.43%
TAX DEPARTMENT	\$ 1,936,057	\$ 1,102,953	\$ 833,104	56.97%
LEGAL DEPARTMENT	\$ 226,006	\$ 223,625	\$ 2,381	98.95%
NC JCPC PROGRAM - TEEN COURT	\$ 71,977	\$ 50,170	\$ 21,807	69.70%
FACILITY SERVICES	\$ 1,773,253	\$ 1,390,455	\$ 382,798	78.41%
ELECTIONS	\$ 582,932	\$ 343,838	\$ 239,094	58.98%
REGISTER OF DEEDS	\$ 509,395	\$ 341,293	\$ 168,102	67.00%
SPECIAL APPROPRIATIONS	\$ 1,196,618	\$ 726,217	\$ 470,401	60.69%
MANAGEMENT INFORMATION SYSTEM	\$ 456,482	\$ 322,282	\$ 134,200	70.60%
CENTRAL GARAGE	\$ 48,219	\$ 27,568	\$ 20,651	57.17%
PUBLICLY OWNED TREATMENT WATER	\$ 43,924	\$ 39,407	\$ 4,517	89.72%
SHERIFF'S DEPARTMENT	\$ 8,573,996	\$ 5,530,301	\$ 3,043,695	64.50%
LAW ENFORCEMENT CENTER	\$ 5,117,114	\$ 3,089,966	\$ 2,027,148	60.38%
EMS	\$ 15,350	\$ 13,798	\$ 1,552	89.89%
EMERGENCY SERVICES	\$ 1,697,904	\$ 954,846	\$ 743,058	56.24%
FIRE MARSHALL	\$ 174,521	\$ 107,170	\$ 67,351	61.41%
CORONER MEDICAL EXAMINER	\$ 72,000	\$ 21,730	\$ 50,270	30.18%
ANIMAL CONTROL	\$ 873,454	\$ 490,311	\$ 383,143	56.13%
AIRPORT	\$ 615,728	\$ 235,600	\$ 380,128	38.26%
INSPECTIONS	\$ 333,599	\$ 203,236	\$ 130,363	60.92%
PLANNING	\$ 232,807	\$ 106,634	\$ 126,173	45.80%
ECONOMIC DEVELOPMENT	\$ 1,271,654	\$ 1,020,526	\$ 251,128	80.25%
COOPERATIVE EXTENSION	\$ 525,472	\$ 250,431	\$ 275,041	47.66%
SOIL CONSERVATION	\$ 242,297	\$ 160,035	\$ 82,262	66.05%
DEPARTMENT OF AGING	\$ 2,858,635	\$ 1,603,029	\$ 1,255,606	56.08%
HEALTH DEPARTMENT	\$ 5,488,421	\$ 2,624,668	\$ 2,863,753	47.82%
SOCIAL SERVICES ADMINISTRATION	\$ 9,408,762	\$ 5,488,685	\$ 3,920,077	58.34%
PUBLIC ASSISTANCE PROGRAMS	\$ 1,916,891	\$ 1,844,752	\$ 72,139	96.24%
VETERANS SERVICE OFFICER	\$ 159,489	\$ 92,839	\$ 66,650	58.21%
EDUCATION	\$ 14,141,689	\$ 8,856,283	\$ 5,285,406	62.63%
LIBRARY	\$ 1,637,919	\$ 970,146	\$ 667,773	59.23%
RECREATION	\$ 589,194	\$ 297,920	\$ 291,274	50.56%
TRANSFER TO	\$ 2,683,534	\$ -	\$ 2,683,534	0.00%
NON DEPARTMENTAL	\$ 678,337	\$ 674,621	\$ 3,716	99.45%
Total General Fund Expenditures	\$ 67,744,861	\$ 40,268,451	\$ 27,476,410	59.44%
Total Revenue over/(under) Expenditures	\$0	\$ 4,383,586		

**COUNTY OF COLUMBUS
FINANCIAL SUMMARY REPORT
February 28, 2022**

Percent of Year Complete: 66.7%

TAX REVALUATION FUND				
	<u>FY 21/21</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>
REVALUATION FUND	\$ 20,000	\$0	\$ 20,000	0.00%
<i>EXPENDITURES</i>				
REVALUATION FUND	\$ 20,000	\$0	\$ 20,000	0.00%
HUD SECTION 8 RENTAL ASSISTANCE				
	<u>FY 21/21</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>
HUD SECTION 8 RENTAL ASSISTANCE				
ANNUAL CONTRA EARNED	\$ 1,500,000	\$764,684	\$ 735,316	50.98%
OTHER REVENUES	\$ 223,350	\$ 108,921	\$ 114,429	48.77%
TOTAL HUD REVENUES	\$ 1,723,350	\$ 873,605	\$ 849,745	50.69%
<i>EXPENDITURES</i>				
HUD Expenditures	\$ 1,723,350	\$ 1,168,503	\$ 554,847	67.80%
Excess revenue over/(under) expenditures	\$0	\$ (294,898)		
TRANSPORTATION				
	<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>
	\$ 900,560	\$ 204,312	\$ 696,248	22.69%
<i>EXPENDITURES</i>				
	\$ 900,560	\$ 238,595	\$ 661,965	26.49%
EMERGENCY TELEPHONE SYSTEM				
	<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>
	\$ 318,748	\$ 158,140	\$ 160,608	49.61%
<i>EXPENDITURES</i>				
	\$ 318,748	\$ 102,892	\$ 215,856	32.28%
DEBT SERVICE				
	<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>
	\$ 3,787,587	\$241,719	\$ 3,545,868	6.38%
<i>EXPENDITURES</i>				
	\$ 3,787,587	\$ 1,893,914	\$ 1,893,673	50.00%
WATER DISTRICTS I-V				
	<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 DIST	\$ 3,691,009	\$ 1,987,980	\$ 1,703,029	53.86%
<i>EXPENDITURES</i>				
COLUMBUS COUNTY COMBINED WATER DIST	\$ 3,691,009	\$ 1,412,219	\$ 2,278,790	38.26%
Excess revenue over/(under) expenditures	\$0	\$ 575,761		
SOLID WASTE				
	<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>
	\$ 5,567,405	\$ 4,011,449	\$ 1,555,956	72.05%
<i>EXPENDITURES</i>				
	\$ 5,567,405	\$ 2,884,704	\$ 2,682,701	51.81%
Excess revenue over/(under) expenditures	\$0	\$ 1,126,745		
FIRE DEPARTMENTS				
	<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>
	\$ 2,057,942	\$1,534,148	\$ 523,794	74.55%
<i>EXPENDITURES</i>				
Ad Valorem Taxes	\$ 1,799,633	\$1,646,983	\$ 152,650	91.52%
Special Appropriations	\$ 258,309	\$167,164	\$ 90,495	64.97%
	\$ 2,057,942	\$1,814,147	\$ 243,145	88.19%
AMBULANCE AND RESCUE				
	<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>
	\$ 976,618	\$845,078	\$ 131,540	86.53%
<i>EXPENDITURES</i>				
Ad Valorem Taxes	\$ 751,618	\$ 593,060	\$ 158,558	78.90%
Special Appropriation	\$ 225,000	\$ 112,500	\$ 112,500	50.00%
	\$ 976,618	\$ 705,560	\$ 271,058	72.25%

**COUNTY OF COLUMBUS
FINANCIAL SUMMARY REPORT
February 28, 2022**

Percent of Year Complete: 66.7%

CASH & INVESTMENTS

Cash:

General Fund - checking account	\$ 4,973,794
General Fund - NCCMT	\$ 16,211,554
Water Districts	8,895,072
Solid Waste	8,186,440
Total Cash Available	<u>\$ 38,266,860</u>

Investments:

BB&T Investments	5,745,450
BB&T Savings	5,020,427
First Community Bank - CD	338,459
Dana Investments	1,387,397
Multi Bank Securities	585,717
First Bank - CD	2,078,919
Total Investments	<u>\$ 15,156,369</u>

FUND BALANCE

General Fund:

Unavailable Fund Balance (per auditors)	\$ 7,223,150
Committed and Assigned Fund Balance	\$ 11,344,398
Unassigned Fund Balance	\$ 14,625,097
Unassigned fund balance as % of Gen. Fd. Expend.	24.2%

Water Districts Fund Balance	\$ 9,535,940
Solid Waste Fund Balance	\$ 8,420,651

MOTION:

Vice Chairman McMillian made a motion to accept the Finance Report, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #19: FINANCE – FIRST READING OF COLUMBUS COUNTY CREDIT CARD POLICY:

Jay Leatherman, Finance Director, requested a first reading of the Columbus County Credit Card Policy.

COLUMBUS COUNTY

CREDIT CARD POLICY

Introduction

Columbus County recognizes that the use of credit cards is a customary and economical business practice to improve cash management, reduce costs and increase efficiency. The County recognizes credit cards to be an appropriate and useful means of making payment for a variety of types of purchases; some examples may include travel expenses, departmental supplies, subscriptions, on-line purchases and recurring vendor payments (where appropriate).

The Finance Director shall implement and administer the following policies related to the use of credit cards by County officials and employees.

Credit card use will follow the County’s purchasing policy.

Distribution

County credit cards may be issued to a department which could be used as necessary by various individuals within their department for pre-approved transactions.

Upon issuance of a credit card, employees shall sign a “Columbus County Credit Card User Agreement” included as Attachment A to this policy.

Authorization and Control

Credit card transactions shall comply with the County's purchasing and contracting guidelines and all applicable state and federal regulations. The Finance Director will be the designated County Credit Card Administrator and will be responsible for the overall administration of the credit card program by reviewing, reporting and coordinating all aspects of the program. The Administrator will act as the liaison between the banking entity and the individual credit card holders.

Credit Limits

The "Columbus County Credit Card User Agreement" shall specify the employee's single-purchase transaction limit and their monthly transaction maximum limit as determined by the Finance Director after consultation with the Department Director. No credit limit shall exceed \$5,000.

Disallowed Charges

The following uses are not authorized credit card purchases:

- Items or services for personal use
- Capital Equipment
- Cash Advances
- Alcoholic Beverages
- Fuel for County or privately owned vehicles
- Charges made outside of employee's approval authority
- Purchases restricted by other policies and guidelines
- "Split transactions" in which a cardholder arranges for a vendor to split a large transaction into multiple smaller transactions (for instance, to get around the per-transaction credit limit)
- Prepaid cards (without Finance Director's approval)
- Late fees on other invoices

No employee shall use the County issued credit card for non-County business as personal use. Any employee using a County issued credit card for non-County business or personal use may be subject to disciplinary action and shall be billed by the County for all such unauthorized charges. Disallowed charges, or charges not properly identified, will be paid by the employee before the credit card billing is due. The County may withhold any amounts from funds owed to the employee in default.

Any employee with a demonstrated history of charge card defaults may be barred from using County credit cards by the County Manager/Finance Director/Department Manager.

Receipts of Goods and Services

The cardholder is responsible for ensuring the receipt of goods and services as ordered and any follow-up with the vendor to resolve delivery problems, discrepancies or damaged goods. Should any item need to be returned to the vendor, the cardholder will follow the vendor return policy and be responsible to ensure that proper credit is posted for said item.

Documentation

Employees incurring expenses with a County credit card are responsible for providing detailed documentation to the County Credit Card Administrator by 20th of each month. If a receipt is lost, it is the responsibility of the user to contact the vendor and request a replacement receipt or an Affidavit of Lost Receipt must be provided.

Documentation is to include an itemized receipt signed by the employee with an explanation of the charge and if applicable, a packing slip indication receipt of goods.

Employees who have not submitted appropriate credit card documentation in a timely manner may have their credit card use temporarily suspended until documentation is received. Continual offenders may have their credit card cancelled at the discretion of the Department Director and Finance Director.

Payment of Bills

The Finance Director will reconcile the monthly billing statement with the itemized receipts.

Card Security

The County credit card should be kept in a secured location. Cards issued to individual employees are to be used only by that employee. They are not to be lent to another person. Department credit cards should be secured when not in use and should only be accessible by the Director or their designee.

It is the responsibility of the cardholder to immediately report a lost or stolen County credit card. Credit cards are to be returned to the County immediately upon leaving County employment.

Adopted and effective this the 4th day of April, 2022.

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

Ricky Bullard, Chairman

MOTION:

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

Agenda Item #20: ADMINISTRATION – APPROVAL OF PROPOSAL FOR AUDITING SERVICES FROM MAULDIN & JENKINS, LLC:

County Manager Eddie Madden requested Board Approval of proposal from Mauldin & Jenkins, LLC.

Columbus County

ADMINISTRATION

TELEPHONE
910-640-6630



TELEFAX
910-640-1654

On February 23, 2022 staff solicited Request for Proposals for Audit Services for FY 2021-22, FY 2022-23, and FY 2023-24. Six firms were invited to submit proposals from a list of approved firms published by the North Carolina State Auditor’s office. The firms were S. Preston Douglas; Thompson, Price, Scott and Adams; Mauldin and Jenkins; Cherry Bekaert; PB Maves; and Bernard Robinson and Company. Of the six firms that were invited, two firms submitted an official proposal. An explanation is attached.

The proposals are as follows:

<u>Firm Name</u>	<u>Rate</u>	<u>Hours to complete audit</u>	<u>County Experience</u>
S. Preston Douglas	\$35,500	264 hours	None provided
Mauldin and Jenkins	\$85,000	540 hours	Yes

A committee comprised of County Manager Eddie Madden, Gail Edwards, and Amanda Prince reviewed the two proposals and recommend the firm of Mauldin and Jenkins be selected for the following reasons:

Due to the complexities of the county budget, the requirements for single audits on federal and state projects, and the number of enterprise funds that the county has, we anticipate that the number of hours required to thoroughly audit Columbus County is more in line with the estimated 540 hours submitted by Mauldin and Jenkins as compared to the 264 hours included in the S. Preston Douglas proposal.

Second, even though the fee for Mauldin and Jenkins is higher than the county has paid in prior years, the rate per hour is reasonable (average of \$157.00 per hour) given the number of hours they intend to dedicate to the county’s audit. Furthermore, the proposed fee is in line with proposals received in 2019 during the last RFP process and is comparable to fees being paid by other counties.

Third, Mauldin and Jenkins is a national firm that is ranked in the top 100 firms by Inside Public Accounting. They have performed audits for 600 government units, 150 + cities, and 65+ counties including Gates, Halifax, Madison, Montgomery, and Orange in North Carolina. Staff checked the references of the firm and received positive feedback from each of the counties listed above.

Fourth, the firm of Mauldin and Jenkins has performed audits and more specifically single audits for counties similar to Columbus County and they are experts on the GASB 87 requirements that went into effect this year.

Based on the information above, staff is recommending the selection of Mauldin and Jenkins for audit services.

Columbus County, North Carolina



Proposal to Provide Auditing Services

Fiscal Years Ended June 30, 2022 through 2024

March 15, 2022

Mauldin & Jenkins, LLC

Tim M. Lyons, CPA, Partner
508 Hampton Street, Suite 100
Columbia, South Carolina 29201
Office: (803) 799-5810
Email: tlyons@mjcpa.com

Toll Free Phone No: (866) 799-5810
Web: www.mjcpa.com



**MAULDIN
& JENKINS**

***Over 600 Governmental Units Served
Throughout the Southeast***

INSIDE
PUBLIC ACCOUNTING
TOP 100
FIRMS
2021

***We Do Things Right &
We Do the Right Things***

Transmittal Letter

March 15, 2022

County of Columbus, North Carolina
 Jay Leatherman, Finance Director
 127 West Webster Street
 Whiteville, NC 28472

Ladies and Gentlemen:

Mauldin & Jenkins is pleased to submit a qualifications package including cost estimates to provide annual financial and compliance auditing services for the County of Columbus, North Carolina (the "County"). It is our understanding that the County is requesting proposals from qualified firms of certified public accountants to establish a contract for the professional services of a Certified Public Accountant (the "auditor") for financial and compliance audits. The contract for such audit services will be for the fiscal year ended June 30, 2022 and ending with the fiscal year ended June 30, 2024, subject to annual review and the annual availability of an appropriation for audit services by the County.

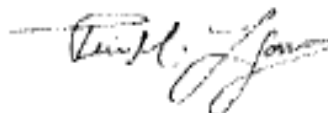
As requested by the County, we have enclosed on the following pages an all-inclusive maximum fee for the financial and compliance audit services for the fiscal years noted above. This sealed cost proposal contains all pricing information relative to the performance of the audit. The total all-inclusive maximum price for the County's financial audit for the fiscal years ending June 30, 2022 through 2024 is as follows:

- 2022 - \$85,000
- 2023 - \$87,500
- 2024 - \$90,000

As a partner at Mauldin & Jenkins, LLC, I am certified and authorized to represent Mauldin & Jenkins, empowered to submit the bid, and authorized to sign a contract with the County. Our total all-inclusive maximum price for providing annual financial and compliance auditing services to the County is contained on the following pages. We appreciate the opportunity to propose and we look forward to hearing from you.

Sincerely,

MAULDIN & JENKINS, LLC



Tim Lyons, CPA, CGMA
 Partner

9. Audit Cost and Proposed Fees

COUNTY OF COLUMBUS, NORTH CAROLINA SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE 2022 FINANCIAL STATEMENTS						
	On-site Interim	On-site Fieldwork	M&J Office	Total	Hourly Rates	Total
Partners	24	32	32	88	\$325	\$ 28,600
Directors / Managers	24	128	56	208	245	50,960
Professional Staff	40	168	36	244	160	39,040
Subtotal	88	328	124	540		118,600
Out-of-pocket expenses:						
Meals and lodging						3,150
Transportation						3,150
Mauldin & Jenkins discount from standard fees and expense						(33,600)
Total all-inclusive maximum price for 2022 financial audit						<u>\$ 85,000</u>

Year Ending	Estimated
June 30, 2023	\$ 87,500
June 30, 2024	90,000

Scope of Services:

It is our understanding that the discretely presented component units, Columbus Tourism Authority and Columbus Regional Healthcare System, are audited by another accounting firm and therefore, the schedule of professional fees and expenses does not include any services for these component units. The completion of the Annual Comprehensive Financial Report and the Annual Financial Information Report are to be completed by the County or a third party of the County's choice.

Determining Price Increases:

At Mauldin & Jenkins, our price increases are designed only to address rising costs to ensure we continue to provide the highest quality service to our clients. In recent months we've seen our costs rise with all other businesses and organizations. Our method for determining price increases is merely to keep up with costs and the inflation we are experiencing currently while balancing client considerations and therefore, we have estimated a 4% increase each year for the County of Columbus.

SPD&A

S. Preston Douglas & Associates, LLP
Certified Public Accountants

RECEIVED

MAR 10 2021

Columbus County

Section 1 - Profile of the Firm

Matt McLean, CPA, Partner
S. Preston Douglas & Associates, LLP
122 Memory Plaza
Whiteville, NC 28472
(910) 642-6692 ext. 150

Date of Proposal: March 9, 2022



**AUDIT COST ESTIMATE
FOR COLUMBUS COUNTY, NC**

(Per Year)

THREE YEAR CONTRACT


	FYE 2022	FYE 2023	FYE 2024
Base Audit (Includes Personnel costs, travel, and on-site work)	\$33,000	\$34,300	\$35,100
Financial Statement Preparation	\$2,500	\$2,500	\$2,500
Extra Audit Service \$_____ per hour			
Other (explain):			
Other (explain):			
Total	\$35,500	\$36,880	\$37,600

Basis/methodology of cost estimate:

Estimated hours, rates per hour, and estimated travel expenses.

Basis for determining cost estimate after first year:

Our method of determining increases is based on our internal estimates of the cost of inflation.

BIDDER NAME: Lee Grissom	Primary Contact: Matt McLean
Address: 122 Memory Plaza	Telephone: (910) 642-6692 ext 150
Whiteville, NC 28472	Fax: (910) 739-5477
	E-mail: mmclean@spdouglas.com
Authorized Signature: 	Date: 3/7/22

9. Specified Costs (continued)

The total costs listed in this section are not-to-exceed amounts.

Year Ended June 30, 2024

A. Personnel Costs

Personnel Category	Estimated Hours			Total	Rate per Hour	Total Cost
	On-Site Interim	On-Site Year End	Auditor's Office			
Partners	32	40	60	132	\$ 145.00	\$ 19,140.00
Senior Audit Staff	32	40	60	132	130.00	17,160.00
Staff Accountants	0	0	0	0	100.00	-
Total	64	80	120	264		36,300.00

B. Travel

1,300.00

C. Cost of Supplies and Materials

-

D. Other Costs

-

Total Amount for Fiscal Year 2024 Audit

\$ 37,600.00

10. Additional Information

We do not bill for questions/comments/telephone calls/etc. during the year. Our clients routinely ask about budgets, internal controls, grants, and payroll without incurring any additional charges. Our method of determining increases is based on our internal estimates of the cost of inflation.

MOTION:

Commissioner Coleman made a motion to approve the proposal from Mauldin & Jenkins, LLC, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #21: TRILLIUM – APPROVAL OF LETTER OF SUPPORT:

Dennis Williams, Regional Director, requested Board Approval of Letter of Support.



March 21, 2022

Mr. Dave Richard, Deputy Secretary
NC Medicaid, Division of Health Benefits
NC Department of Health and Human Services
1985 Umstead Drive, Kirby Building
2501 Mail Service Center
Raleigh, NC 27699-2501

Re: Proposed Child and Families Specialty Plan

Dear Deputy Secretary Richard:

Columbus County is writing this letter to express our strong support for the Trillium Health Resources Tailored Plan to continue to manage all healthcare for children, young adults, and their family members with Medicaid who are involved in the foster care system. We understand that DHHS is considering seeking legislative authority to create a separate statewide plan to serve this specific population through a competitive bid process where both Standard and Tailored Plans may bid against each other.

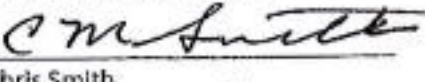
Trillium Health Resources has been and continues to be responsive to our community and especially to the unique needs of our county's children involved in the foster care system. Trillium has built strong close relationships with our Department of Social Services staff and works well with them in assuring kids receive the services and supports that are medically necessary. In addition, Trillium has provided a dedicated DSS director for several years that our staff can call 24/7 to make things happen quickly for our youth.

Columbus County would be very concerned if any other health plan managed this vulnerable population in our county. We are also concerned about the timing of the launch of this plan, which is proposed to begin at a time when our system will be re-calibrating to adjust to the Tailored Plans. We are concerned that the introduction of yet another plan forces our children and families into another significant change and will serve to create confusion for families and our dedicated DSS staff having to navigate an already complex system.

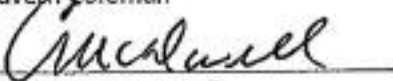
We strongly support our public managed care system in North Carolina. Our relationship with Trillium Health resources has been collaborative for many years and we support Trillium Health Resources Tailored Plan in continuing to manage kids and young adults involved in the foster care system in Columbus County. As we learn more about the proposed Child and Families Specialty Plan, we plan to provide additional feedback regarding its impact on our youth and families.

Sincerely,

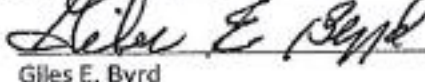

Ricky Bullard, Chairman


Chris Smith


Laverne Coleman


Charles T. McDowell


Jerome McMillian, Vice Chairman


Giles E. Byrd


Brent Watts


Edwin H. Madden, Jr., Manager

ADMINISTRATIVE BUILDING
110 COURTHOUSE SQUARE • WHITEVILLE, NORTH CAROLINA 28472

MOTION:

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

Agenda Item #22: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS:

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

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

COMMITTEE	ZONE/ EB	PERSON(S)	EXP. DATE	BOARD ACTION
Southeastern Economic Development Commission M=Byrd S=McDowell	EB	Ricky Bullard (Commissioner Seat)	04/01/2022	Re-appoint
Community Advisory Committee (former Joint and/or Nursing Home Committee)	EB	Deborah Spivey	04/02/2022	HOLD
Tabor City Planning & Zoning Board	EB	Patrick Milligan (ETJ)	04/01/2022	HOLD
Tabor City Zoning Board of Adjustments	EB	Kenny Stanley (ETJ)	04/01/2022	HOLD
Animal Control	IV	Jesse Stafford	04/20/2022	HOLD
Animal Control	VI	Missy Guyton	04/20/2022	Re-appoint

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

At 7:41 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 Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #23: COLUMBUS COUNTY WATER AND SEWER DISTRICTS I, II, III, IV AND V – APPROVAL OF MINUTES:

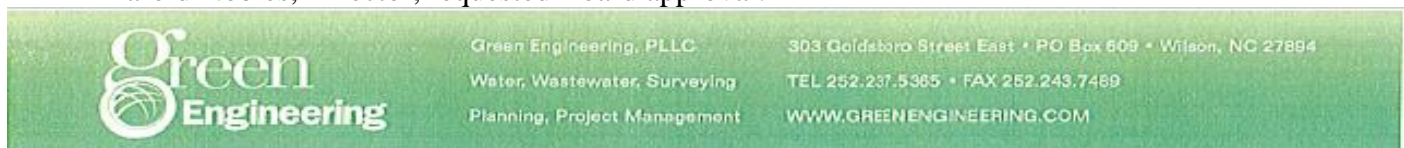
A. March 7, 2022

MOTION:

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

Agenda Item #24: WATER DISTRICT II – APPROVAL of CONTRACTING AGREEMENT with GREEN ENGINEERING for SILVER SPOON ROAD and BRICK CITY ROAD PROJECTS:

Harold Nobles, Director, requested Board approval.



CONTRACT

Name of Client: Columbus County **W.O.** 21-067.1
Address: 111 Washington Street
Whiteville, North Carolina 28472
Project Name: Water System Improvements **Date Required:**
Silver Spoon Road / Brick City Road
Project Rep: _____ **Phone:** 910-640-6630
Project Location: Columbus County, North Carolina **Ordered By:**
Date Ordered: _____ **Order Taken By:** Leo Green

Narrative Description of Services:
Engineering Services Related to Preliminary Planning and Permitting, Design / Bid, Inspection and Administration Services for the Installation of Water System Improvements to Serve the Silver Spoon Road and Brick City Road in Columbus County.

UNITS:	COMPONENT	*BASIS	AMOUNT
1	Preliminary Planning and Permitting	LS	\$6,540.00
2	Design / Bid	LS	\$48,500.00
3	Inspection	LS	\$41,565.00
4	Administration	LS	\$9,100.00

*(LS)Lump Sum \$ 105,705.00

The General Conditions on the reverse side are incorporated into and made a part of this contract. The signatures below authorize Green Engineering, P.L.L.C. to proceed with the services as described above.


Client: Columbus County
 Print Name of Firm or Corporation

 Signature of Authorized Representative Date
Edwin H. Madden, Jr., County Manager
 Print Name and Title

Green Engineering, P.L.L.C.
E. Leo Green March 2, 2022
 Signature of Authorized Representative Date
E. Leo Green - Managing Member
 Print Name and Title

Attest: _____
 Signature Date

 Print Name and Title

Attest: Penny B. Glover March 2, 2022
 Signature
Penny B. Glover - Notary Public
 Print Name and Title
 My Commission Expires: September 8, 2024


All local government clients are required to complete this section.

Finance Officer Certification:
 This contract has been pre-audited in accordance with the Local Government Budget and Fiscal Control Act.

 Signature of Finance Officer Date

**WATER SYSTEM IMPROVEMENTS
 SILVER SPOON ROAD / BRICK CITY ROAD
 COLUMBUS COUNTY, NORTH CAROLINA
 March 2, 2022**

ITEM	DESCRIPTION	Unit Price	Brick City Road		Silver Spoon Road		QTY TOTALS	TOTAL
			Qty	Total	Qty	Total		
1	LF 6" Dia. PVC Water Main	\$22.00	680	\$14,960.00	7,950	\$174,900.00	8,630	\$189,860.00
2	LF 2" Dia. PVC Water Main	\$15.00	480	\$7,200.00	540	\$8,100.00	1,020	\$15,300.00
3	LF 6" Dia. DI Water Main	\$75.00	75	\$5,625.00	130	\$9,750.00	205	\$15,375.00
4	LF 6" ID Directional Bore (Non-Rock)	\$125.00	100	\$12,500.00	960	\$120,000.00	1,060	\$132,500.00
5	LF Pipeline Clean-up, Seeding and Testing	\$7.00	1,285	\$8,995.00	9,580	\$67,060.00	10,865	\$76,055.00
6	EA 8" Dia. Gate Valve w/Box	\$2,525.00		\$0.00	1	\$2,525.00	1	\$2,525.00
7	EA 6" Dia. Gate Valve w/Box	\$1,765.00	3	\$5,295.00	20	\$35,300.00	23	\$40,595.00
8	EA 2" Dia. Gate Valve w/Box	\$1,200.00	1	\$1,200.00	2	\$2,400.00	3	\$3,600.00
9	EA 10" x 6" Tapping Sleeve and Valve	\$7,600.00	1	\$7,600.00		\$0.00	1	\$7,600.00
10	EA Fire Hydrant	\$7,000.00	1	\$7,000.00	4	\$28,000.00	5	\$35,000.00
11	EA 2" Blow-Off Assembly	\$2,000.00	1	\$2,000.00	1	\$2,000.00	2	\$4,000.00
12	LBS Compact Fittings	\$9.00	474	\$4,266.00	1,280	\$11,520.00	1,754	\$15,786.00
13	LF 12" Steel Casing (Bore & Jack)	\$415.00	30	\$12,450.00	40	\$16,600.00	70	\$29,050.00
14	EA 5/8" x 3/4" Water Service (AMI)	\$600.00	10	\$6,000.00	10	\$6,000.00	20	\$12,000.00
15	LF 3/4" Service Line (Open Cut)	\$6.60	300	\$1,980.00	200	\$1,320.00	500	\$3,300.00
16	LF 3/4" Service Line (Bore)	\$12.50		\$0.00	200	\$2,500.00	200	\$2,500.00
17	EA Wattle Check Dam	\$275.00	6	\$1,650.00	16	\$4,400.00	22	\$6,050.00
18	LF Temporary Ditch Liner	\$15.00	20	\$300.00	150	\$2,250.00	170	\$2,550.00
19	TONS Stone Bedding	\$83.00	10	\$830.00	30	\$2,490.00	40	\$3,320.00
20	TONS CABC Stone	\$75.00	10	\$750.00	75	\$5,625.00	85	\$6,375.00
21	CY Select Backfill	\$37.50	10	\$375.00	45	\$1,687.50	55	\$2,062.50
	TOTAL CONSTRUCTION			\$100,976.00		\$504,427.50		\$605,403.50
	Contingency (10%)			\$10,097.60		\$50,442.75		\$60,540.35
	Technical:							
	Preliminary Planning and Permitting			\$3,940.00		\$2,600.00		\$6,540.00
	Design/Bid			\$10,441.00		\$38,059.00		\$48,500.00
	Inspection			\$6,515.00		\$35,050.00		\$41,565.00
	Administration			\$3,700.00		\$5,400.00		\$9,100.00
	TOTAL PROJECT DEVELOPMENT			\$135,669.60		\$635,979.25		\$771,648.85
	Cost Per User			\$13,566.96		\$63,597.93		\$38,582.44

MOTION:

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

Agenda Item #25: WATER DISTRICT III – APPROVAL of RESOLUTION to APPLY for GRANT FUNDS for ASSET INVENTORY GRANT and PERMISSION for COUNTY MANAGER EDDIE MADDEN to SIGN any DOCUMENTS that are NECESSARY:

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water distribution system rehabilitation/ replacements, and

WHEREAS, The Water District III has need for an Asset Inventory Assessment Study of its system components containing water mains, valves, hydrants, blow offs, and water services, and

WHEREAS, The Water District III intends to request state (loan or grant) assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONER) OF THE COUNTY OF COLUMBUS:

That **Columbus County Water District III**, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State (loan or grant) award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Edwin H. Madden, Jr, manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 7th day of March 2022 at Whiteville, North Carolina.

Ricky Bullard

Chairman

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting (title of officer) of the (unit of government) does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the (name of governing body of applicant) duly held on the _____ day of _____, 20____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this - _____ day of _____, 20____.

LaToya Williams

Deputy Clerk to the Board

MOTION:

Commissioner Smith made a motion approve the resolution to apply for grant funds and permission for the County Manager to sign any documents that are necessary, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #26: WATER DISTRICT IV – APPROVAL of RESOLUTION TO APPLY FOR GRANT FUNDS FOR ASSET INVENTORY GRANT TO UPFIT THE RIEGELWOOD SANITARY DISTRICT & LAKELAND VILLAGE AND PERMISSION FOR COUNTY MANAGER EDDIE MADDEN TO SIGN ANY DOCUMENTS THAT ARE NECESSARY:

Harold Nobles, Director, requested Board approval.

RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water distribution system rehabilitation/ replacements, and
- WHEREAS, The Water District IV has need for an Asset Inventory Assessment Study and intends to replace the water systems at the Riegelwood Community and Lakeland Village described as replacement of water mains, valves, hydrants, blow offs, and water services in excess of 40 years old, and
- WHEREAS, The Water District IV intends to request state (loan or grant) assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONER) OF THE COUNTY OF COLUMBUS:

That Columbus **County Water District IV**, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State (loan or grant) award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Edwin H. Madden, Jr, manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 7th day of March 2022 at Whiteville, North Carolina.

Ricky Bullard

Chairman

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting (title of officer) of the (unit of government) does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the (name of governing body of applicant) duly held on the _____ day of _____, 20____; and, further, that such resolution has been fully recorded

in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this -
 _____ day of _____, 20____.

LaToya Williams

Deputy Clerk to the Board

MOTION:

Commissioner Byrd made a motion to approve the resolution to apply for grant funds and permission for the County Manager to sign any documents that are necessary, seconded by Commissioner Smith. The motion unanimously passed.

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

At 7:43 P.M., Commissioner McDowell made a motion to adjourn the combination meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #18: 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 tonight, but I would like to tell the people who help with the Ramps & Rails Program thank you.
 - You see people who really need help and they go out and help them and I think it means a lot.
 - It was a good day today at the Whiteville High School, it's a very nice facility and we should all be proud that we're getting nice schools in the city and the county for our students.
 - I think that's going to help us out a lot and better the kids.
2. **Commissioner Byrd** stated the following:
 - It was nice to see all of the Commissioners at the Ribbon Cutting for Whiteville High School.
 - Mr. Chairman, we have a guy who is a member of the North Whiteville Fire & Rescue Department, and I believe he also works with Whiteville City, Mr. Chase Soles.
 - He performed CPR on an individual the other day for 7 minutes until the Rescue Squad arrived on scene.
 - The patient is alive and in the hospital and I feel sure that if Mr. Soles had not been there to take that action, he might not have made it.
 - I really feel like we should bring him in at our next meeting and give him some recognition for that.
3. **Vice Chairman McMillian** stated the following:
 - We'd like to thank all of the groups for those handicap ramps.
 - I've seen their work first hand and they do an awesome job.
 - I've never once had them to turn me down with a request and I have made several here in the past.
 - Also, we'd like to thank Director Kristie Massey for her hard work in helping her department.
 - I would like to thank Mr. Madden and his crew for their great leadership.
 - It feels good to see everyone working together and working for what's best for our county.
 - Thank you all for all your hard work.
4. **Commissioner Smith** stated the following:

- I just want to reiterate about the city school and our participation with it.
- It's an honor to be a part of it, it's a beautiful building and it will be there for a long time.
- It's going to improve our county, our state, and it was just nice to be a part of it.

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

- I want to thank the ramp folks.
- I have several folks that I have called and requested ramps for people all the way from Crusoe to Cerro Gordo, and I was never turned down by anyone that I called, and I want to thank you for that.
- I don't know if anyone noticed today, but at Whiteville High School, at the main entrance, they had 2 yard signs, and they said "Thank you to the Columbus County Commissioners for their support in this effort".
- I appreciated that personally.
- It's nice when you're recognized for doing the right thing, and that was the right thing.
- Mr. Carroll had a great point about losing productive farmland to wetland.
- I wanted to mention to Director Morgan Hayes, if you would, 4 or 5 years ago, I was looking to be on a committee that was formed with Columbus, Horry, Brunswick and Bladen Counties, called the Waccamaw River Drainage Committee.
- We were looking at federal funding and we met several times and then COVID hit and it put an end to it.
- I would ask that you touch base with Mr. Davis and see if you could get a list of members, because we had several folks in the South Carolina legislature, who attended our meetings and were on board with doing everything they could to help because it's common sense.
- Water backs up, and we can't alleviate our water problems until Horry County and Georgetown County eliminate their water problem, because the water goes and then it backs up.

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

- I'd just like to say I appreciate the attendance out here today.
- The ramps and rails folks, I've worked with them a little bit and it's great.
- If you ever get to see them work, you could learn something.
- I encourage other people to go join them because those old guys like me, we need help and the more people we get, the better off we'll be.
- I'd like to thank my community for supporting me and the endeavors we're going through right now.
- I think the Sheriff said he's going to open up that satellite station the week of April 4th.
- I'm sure we're going to have a grand opening with it and I'm encouraging all that will to come and support it because it's a big deal for us.
- We're still working on the water and the internet in our area and I thank the Board for helping us with that.
- Like Mr. Creech said, we thank you for what you do and how you've helped us to get it done.
- I would like to thank the Administration Department and County Employees because without them we would be stuck in the mud.
- It's a great bunch of people and I thank each and every one of you.

Commissioner Byrd stated the following:

- While we have Director Hayes here I wanted to ask her about the sediment basins.
- In construction around Wal-Mart and Tractor Supply, those sediment ponds that were required during the construction, who's supposed to maintain them?

Director Hayes stated the following:

- I would have to look into that because I'm not sure.

Commissioner Byrd stated the following:

- Please, please, because there's several of them around town and people feel like if they were maintained, the areas around there might not be flooding like they do.
- We have trees grown up in some and so naturally the water can't flow.

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

- I'd like to say I appreciate what each Commissioner is doing in their district.
- I have never seen so much unified participation throughout the county.
- It has really been good to see communities getting the things they need.
- Moving forward, working together, new schools being built, courthouse being remodeled, we have a lot going on in Columbus County.
- I appreciate everybody doing their best.
- Mr. Madden, my hat's off to you, you have really helped us move forward and we couldn't have done it without you, so I thank you for what you've done.

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

- Along those lines, tonight marks my 1-year anniversary.
- It's been a pleasure serving as your County Manager and I think everyone acknowledges and agrees that things have been going pretty well.
- It's been a productive year.
- I know we're all working hard, the staff is working hard and the Board is providing great leadership and we appreciate everyone working together.
- One of the things we've done since our last meeting is an Employee Blood Drive.
- We try to acknowledge the hard work of our employees but we want them engaged too and involved in the community.
- Kay Stephens helped to organize the Blood Drive, sponsored by the American Red Cross last week.
- It was a success.
- A number of our employees participated and some of our Board members too, and we appreciate that.
- We want to thank everyone for coming out on that day.
- I want to talk to you a little bit about our budget and the projects that we have going on.
- There is a lot of activity right now, a lot of construction, a lot of hammering and I suspect that the citizens may have some questions about how we're paying for all of this, right?
- This Board has historically operated off of a very tight budget, although a large one.
- And they really haven't had the flexibility to be able to do much outside of that budget.
- You've been very constrained and disciplined in building up the fund balance, so that when that rainy day comes, you can have the ability to respond to that rainy day.
- The staff, Director Jay Leatherman and all of our department managers have been very frugal in this year's budget and in years past and that is showing in the financial report.
- So this evening, you heard Jay give a report that through 8 months, we're operating in the black by about \$4.3 million dollars.
- That is a very good number and that shows that we are managing our expenditures as you would expect us to.
- A lot of this work that's going on is outside the scope of this budget and should not be confused with the General Fund Budget or the Water Fund.
- It is through our Capital Program.
- The Historic Courthouse, all paid for, well I shouldn't say all, there's about \$1.9 million that has been set aside from the settlement from the R.J. Corman property towards the Historic Courthouse.
- Another \$4 million in state funds that have been set up and programmed to renovate the Historic Courthouse.
- That work is going on now and it's due in large part to the state and some local funds that have made that happen.
- The same is true of this facility.
- The acquisition of this property, the 911 operations center and others were all paid for with state funds.
- The airport terminal building, that will be starting very soon, and again, all state funds.
- The school projects are a combination of need-based grants that the county has received, as well as some USDA loans.
- The Sheriff's Department has received in excess of \$10 million dollars towards a very large project that is coming up soon.
- We are applying for water grants through the American Rescue Fund, as well as, some other state and federal programs that have made that project a reality.
- We have received and have programmed money for broadband expansion and Commissioner Coleman has made reference to that, through the American Rescue Fund.
- I want to stress to everyone that the work that's going on is outside the scope of the normal budget.
- The money that would be received ordinarily through ad valorem or sales tax or some other traditional form of revenue, does not support those special capital projects.
- They are instead funded by the state or through other special funding.
- What's even more important for everyone to understand is that we are obligated to spend those funds.
- So, all these projects that I've mentioned, along with American Rescue Funds and other monies received, total in excess of \$40 million dollars.
- There's going to be a lot of work going on and so I want to communicate to everyone, that when you see this work going on, it's not intermingled with your local budget.
- So the county is operating very responsibly right now, we're operating in the black with our general fund and water fund and other special funds.
- All of this work is outside the scope of that and is being supported by grants.
- The next thing I want to remind you of is your budget meeting with the school system and the community college.
- We have those scheduled for next Monday and Tuesday, so please mark those on your calendar.
- We've had a couple of groups here this evening talk about the opioid settlement and the process that we will be following as to how we will distribute those funds.

- Last week we had focus groups set up to meet with our consultants to discuss the crisis and to glean from the community about the problem at hand.
- The plan is coming together, the consultants will provide an interim report to you on April 4th, and some of that information was shared tonight.
- The final report will be presented to you all with a plan of action at your June meeting.
- All of this work, all of this planning and detail is pulled together with funding through a grant with the Kate B. Reynolds Foundation.
- We appreciate everyone's participation in this process.
- Finally, the county has been awarded an Essential Single-Family Rehabilitation Loan Pool Program.
- To give a little background on that, the North Carolina Housing Finance Agency has awarded Columbus County \$162,000 through the grant that I referred to.
- The grant will serve 3 owner-occupied housing units, occupied by lower income households, with one or more elderly, disabled or Veteran full-time household member, or owner-occupied units with lead hazards and a child 6 years old or younger.
- After completing the first two units an additional \$4.682 million dollars will be available through a separate pool on a first come, first serve basis.
- Program expenditures cannot exceed \$40,000 dollars per dwelling.
- The amount of the program funds that can be spent on any assisted dwelling unit is \$5,000 dollars.
- Once the funding agreement is signed, and the policies and procedures are approved by the funding agency and the Commissioners, staff will prepare and start taking applications from homeowners.
- We estimate that this will start in the summer of 2022.
- So this is a good announcement for your constituents.
- That concludes my report.

Commissioner Smith stated the following:

- I would like to say one more thing.
- I requested to tour the Historic Courthouse a week ago and the County Manager has always got a vision for saving money.
- We went into the basement and we were looking over two boards that were supposed to be moved at a cost of \$100,000 dollars, and all of a sudden he said "why can these boards stay here?".
- And just by doing that he saved the county over \$100,000 dollars.
- It was a reflex action to save the county money.

Commissioner Watts stated the following:

- Mr. Chairman can I say something?
- I forgot to remind everyone to tell everyone to take that second survey for parks and rec.
- This one doesn't take as long as the first one and I encourage people to do it.

Agenda Item #20: ADJOURNMENT:

At 8:03 P.M., Commissioner Smith made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed. These minutes were recorded and typed by LaToya Williams.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

INTENTIONALLY

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**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, March 21, 2022
7:41 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
Chris Smith

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Staff Attorney/Clerk to Board**
Jay Leatherman, **Finance Director**

APPOINTEES ABSENT (EXCUSED):

Boyd Worley, **Board Attorney**

MEETING CALLED TO ORDER:

At 7:41 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District I Board Meeting to order.

Agenda Item #23: COLUMBUS COUNTY WATER and SEWER DISTRICT I BOARD MEETING MINUTES:

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

MOTION:

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

ADJOURNMENT:

At 7:43 P.M., Commissioner McDowell made a motion to adjourn, seconded by Vice Chairman McMillian. 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, March 21, 2022

7:41 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
Chris Smith

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Staff Attorney/Clerk to Board**
Jay Leatherman, **Finance Director**

APPOINTEES ABSENT (EXCUSED):

Boyd Worley, **Board Attorney**

MEETING CALLED TO ORDER:

At 7:41 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District II Board Meeting to order.

Agenda Item #23: COLUMBUS COUNTY WATER and SEWER DISTRICT II BOARD MEETING MINUTES:

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

MOTION:

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

Agenda Item #24: WATER DISTRICT II – APPROVAL of CONTRACTING AGREEMENT with GREEN ENGINEERING for SILVER SPOON ROAD and BRICK CITY ROAD PROJECTS:

Harold Nobles, Director, requested Board Approval of Contracting Agreement with Green Engineering for design of Waste System Improvements for Silver Spoon Road and Brick City Rd Projects in Columbus County.



Green Engineering, PLLC 303 Goldsboro Street East • PO Box 609 • Wilson, NC 27894
 Water, Wastewater, Surveying TEL 252.237.5365 • FAX 252.243.7489
 Planning, Project Management WWW.GREENENGINEERING.COM

CONTRACT

Name of Client: Columbus County W.O. 21-067.1
 Address: 111 Washington Street
Whiteville, North Carolina 28472

Project Name: Water System Improvements Date Required: _____
Silver Spoon Road / Brick City Road

Project Rep: _____ Phone: 910-640-6630
 Project Location: Columbus County, North Carolina Ordered By: _____
 Date Ordered: _____ Order Taken By: Leo Green

Narrative Description of Services:

Engineering Services Related to Preliminary Planning and Permitting, Design / Bid, Inspection and Administration Services for the Installation of Water System Improvements to Serve the Silver Spoon Road and Brick City Road in Columbus County.

UNITS:	COMPONENT	*BASIS	TOTAL AMOUNT
1	Preliminary Planning and Permitting	LS	\$6,540.00
2	Design / Bid	LS	\$48,500.00
3	Inspection	LS	\$41,565.00
4	Administration	LS	\$9,100.00

*(LS)Lump Sum \$ 105,705.00

The General Conditions on the reverse side are incorporated into and made a part of this contract. The signatures below authorize Green Engineering, P.L.L.C. to proceed with the services as described above.

Client: Columbus County
 Print Name of Firm or Corporation

 Signature of Authorized Representative Date
Edwin H. Madden, Jr., County Manager
 Print Name and Title

Attest: _____
 Signature Date

 Print Name and Title

Green Engineering, P.L.L.C.
E. Leo Green March 2, 2022
 Signature of Authorized Representative Date
E. Leo Green - Managing Member
 Print Name and Title

Attest: Penny B. Glover _____
 Signature Date
Penny B. Glover - Notary Public
 Print Name and Title
 My Commission Expires: September 9, 2024



All local government clients are required to complete this section.

Finance Officer Certification:
 This contract has been pre-audited in accordance with the Local Government Budget and Fiscal Control Act.

 Signature of Finance Officer Date

**WATER SYSTEM IMPROVEMENTS
SILVER SPOON ROAD / BRICK CITY ROAD
COLUMBUS COUNTY, NORTH CAROLINA
March 2, 2022**

ITEM	DESCRIPTION	Unit Price	Brick City Road		Silver Spoon Road		QTY TOTALS	TOTAL
			Qty	Total	Qty	Total		
1	LF 6" Dia. PVC Water Main	\$22.00	680	\$14,960.00	7,950	\$174,900.00	8,630	\$189,860.00
2	LF 2" Dia. PVC Water Main	\$15.00	480	\$7,200.00	540	\$8,100.00	1,020	\$15,300.00
3	LF 6" Dia. DI Water Main	\$75.00	75	\$5,625.00	130	\$9,750.00	205	\$15,375.00
4	LF 6" ID Directional Bore (Non-Rock)	\$125.00	100	\$12,500.00	960	\$120,000.00	1,060	\$132,500.00
5	LF Pipeline Clean-up, Seeding and Testing	\$7.00	1,285	\$8,995.00	9,580	\$67,060.00	10,865	\$76,055.00
6	EA 8" Dia. Gate Valve w/Box	\$2,525.00		\$0.00	1	\$2,525.00	1	\$2,525.00
7	EA 6" Dia. Gate Valve w/Box	\$1,765.00	3	\$5,295.00	20	\$35,300.00	23	\$40,595.00
8	EA 2" Dia. Gate Valve w/Box	\$1,200.00	1	\$1,200.00	2	\$2,400.00	3	\$3,600.00
9	EA 10" x 6" Tapping Sleeve and Valve	\$7,600.00	1	\$7,600.00		\$0.00	1	\$7,600.00
10	EA Fire Hydrant	\$7,000.00	1	\$7,000.00	4	\$28,000.00	5	\$35,000.00
11	EA 2" Blow-Off Assembly	\$2,000.00	1	\$2,000.00	1	\$2,000.00	2	\$4,000.00
12	LBS Compact Fittings	\$9.00	474	\$4,266.00	1,280	\$11,520.00	1,754	\$15,786.00
13	LF 12" Steel Casing (Bore & Jack)	\$415.00	30	\$12,450.00	40	\$16,600.00	70	\$29,050.00
14	EA 5/8" x 3/4" Water Service (AMI)	\$600.00	10	\$6,000.00	10	\$6,000.00	20	\$12,000.00
15	LF 3/4" Service Line (Open Cut)	\$6.60	300	\$1,980.00	200	\$1,320.00	500	\$3,300.00
16	LF 3/4" Service Line (Bore)	\$12.50		\$0.00	200	\$2,500.00	200	\$2,500.00
17	EA Wattle Check Dam	\$275.00	6	\$1,650.00	16	\$4,400.00	22	\$6,050.00
18	LF Temporary Ditch Liner	\$15.00	20	\$300.00	150	\$2,250.00	170	\$2,550.00
19	TONS Stone Bedding	\$83.00	10	\$830.00	30	\$2,490.00	40	\$3,320.00
20	TONS CABC Stone	\$75.00	10	\$750.00	75	\$5,625.00	85	\$6,375.00
21	CY Select Backfill	\$37.50	10	\$375.00	45	\$1,687.50	55	\$2,062.50
TOTAL CONSTRUCTION				\$100,976.00		\$504,427.50		\$605,403.50
Contingency (10%)				\$10,097.60		\$50,442.75		\$60,540.35
Technical:								
Preliminary Planning and Permitting				\$3,940.00		\$2,600.00		\$6,540.00
Design/Bid				\$10,441.00		\$38,059.00		\$48,500.00
Inspection				\$6,515.00		\$35,050.00		\$41,565.00
Administration				\$3,700.00		\$5,400.00		\$9,100.00
TOTAL PROJECT DEVELOPMENT				\$135,669.60		\$635,979.25		\$771,648.85
Cost Per User				\$13,566.96		\$63,597.93		\$38,582.44

MOTION:

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

ADJOURNMENT:

At 7:43 P.M., Commissioner McDowell made a motion to adjourn, seconded by Vice Chairman McMillian. 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, March 21, 2022

7:41 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
Chris Smith

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Staff Attorney/Clerk to Board**
Jay Leatherman, **Finance Director**

APPOINTEES ABSENT (EXCUSED):

Boyd Worley, **Board Attorney**

MEETING CALLED TO ORDER:

At 7:41 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District III Board Meeting to order.

Agenda Item #23: COLUMBUS COUNTY WATER and SEWER DISTRICT III BOARD MEETING MINUTES:

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

MOTION:

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

Agenda Item #25: WATER DISTRICT III – APPROVAL of RESOLUTION to APPLY for GRANT FUNDS for ASSET INVENTORY GRANT and PERMISSION for COUNTY MANAGER EDDIE MADDEN to SIGN any DOCUMENTS that are NECESSARY:

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water distribution system rehabilitation/ replacements, and

WHEREAS, The Water District III has need for an Asset Inventory Assessment Study of its system components containing water mains, valves, hydrants, blow offs, and water services, and

WHEREAS, The Water District III intends to request state (loan or grant) assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONER) OF THE COUNTY OF COLUMBUS:

That **Columbus County Water District III**, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State (loan or grant) award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Edwin H. Madden, Jr, manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 7th day of March 2022 at Whiteville, North Carolina.

Ricky Bullard

Chairman

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting (title of officer) of the (unit of government) does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the (name of governing body of applicant) duly held on the _____ day of _____, 20____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this - _____ day of _____, 20 ____.

LaToya Williams

Deputy Clerk to the Board

MOTION:

Commissioner Smith made a motion approve the resolution to apply for grant funds and permission for the County Manager to sign any documents that are necessary, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 7:43 P.M., Commissioner McDowell made a motion to adjourn, seconded by Vice Chairman McMillian. 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, March 21, 2022

7:41 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
Chris Smith

APPOINTEES PRESENT:

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

MEETING CALLED TO ORDER:

At 7:41 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District IV Board Meeting to order.

Agenda Item #23: COLUMBUS COUNTY WATER and SEWER DISTRICT IV BOARD MEETING MINUTES:

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

MOTION:

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

Agenda Item #26: WATER DISTRICT IV – APPROVAL of RESOLUTION TO APPLY FOR GRANT FUNDS FOR ASSET INVENTORY GRANT TO UPFIT THE RIEGELWOOD SANITARY DISTRICT & LAKELAND VILLAGE AND PERMISSION FOR COUNTY MANAGER EDDIE MADDEN TO SIGN ANY DOCUMENTS THAT ARE NECESSARY:

Harold Nobles, Director, requested Board approval.

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water distribution system rehabilitation/ replacements, and

WHEREAS, The Water District IV has need for an Asset Inventory Assessment Study and intends to replace the water systems at the Riegelwood Community and Lakeland Village described as replacement of water mains, valves, hydrants, blow offs, and water services in excess of 40 years old, and

WHEREAS, The Water District IV intends to request state (loan or grant) assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONER) OF THE COUNTY OF COLUMBUS:

That Columbus **County Water District IV**, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State (loan or grant) award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Edwin H. Madden, Jr, manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 7th day of March 2022 at Whiteville, North Carolina.

Ricky Bullard

Chairman

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting (title of officer) of the (unit of government) does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the (name of governing body of applicant) duly held on the _____ day of _____, 20____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this - _____ day of _____, 20 ____.

LaToya Williams

Deputy Clerk to the Board

MOTION:

Commissioner Byrd made a motion to approve the resolution to apply for grant funds and permission for the County Manager to sign any documents that are necessary, seconded by Commissioner Smith. The motion unanimously passed.

ADJOURNMENT:

At 7:43 P.M., Commissioner McDowell made a motion to adjourn, seconded by Vice Chairman McMillian. 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, March 21, 2022

7:41 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
 Chris Smith

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
 Amanda B. Prince, **Staff Attorney/Clerk to Board**
 Jay Leatherman, **Finance Director**

APPOINTEES ABSENT (EXCUSED):

Boyd Worley, **Board Attorney**

MEETING CALLED TO ORDER:

At 7:41 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District V Board Meeting to order.

Agenda Item #23: COLUMBUS COUNTY WATER and SEWER DISTRICT V BOARD MEETING MINUTES:

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

MOTION:

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

ADJOURNMENT:

At 7:43 P.M., Commissioner McDowell made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman