

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Monday, April 4, 2022

5:45 P.M.

The Honorable Columbus County Commissioners met on the above stated date and time at 127 West Webster 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
 Giles E. Byrd
 Chris Smith

APPOINTEES PRESENT:

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

COMMISSIONERS ABSENT (EXCUSED):

Charles T. McDowell

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, April 4, 2022 Columbus County Board of Commissioners Special Called Meeting to order.

At 5:46 P.M., Commissioner Smith 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 Coleman. 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.

RECESS CLOSED SESSION:

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

READING and APPROVAL of CLOSED SESSION GENERAL ACCOUNT:

Chairman Bullard requested Boyd Worley, Board Attorney, to orally read the Closed Session General Account. Mr. Worley orally stated the following: "The Board discussed pending litigation with attorneys. The Board discussed three matters of potential litigation with the attorneys. No action was taken by the Board."

MOTION:

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

ADJOURN SPECIAL CALLED MEETING:

Commissioner Smith made a motion to adjourn the Special Called Meeting, seconded by Commissioner Coleman. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

INTENTIONALLY

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COLUMBUS COUNTY BOARD OF COMMISSIONERS

Monday, April 4, 2022

6:30 P.M.

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

COMMISSIONERS ABSENT (EXCUSED):

Charles T. McDowell

Agenda Items #1:**MEETING CALLED to ORDER:**

At 6:30 P.M., Chairman Ricky Bullard called the Monday, April 4, 2022 Columbus County Board of Commissioners Regular Session Meeting to order.

Agenda Items #2 AND #3: INVOCATION and PLEDGE of ALLEGIANCE:

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

Agenda Item #4: BOARD MINUTES APPROVAL:

- A. March 21, 2022 Special Called Meeting
- B. March 21, 2022 Regular Session Meeting

MOTION:

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

Agenda Item #5: APPROVAL of APRIL 4, 2022 AGENDA, TAX REFUNDS and RELEASES, and HUD BUDGET AMENDMENT:**Tax Refunds and Releases***Refunds*

Nunez Teo Fillo	PROPERTY: 00000	Amount:	\$0.00
Value: \$0.00 Year: 2021	Account: 07-17001	Total:	\$200.00
Refund user fee. Double billed.		Bill#:	99999

Refunds

Stanley, Alice Felicia (ETAL)	PROPERTY: 83461	Amount:	\$0.00
Value: \$0.00 Year: 18-21	Account: 07-16401	Total:	\$800.00
Refund user fees. Home vacant since 2010. Not a can on property.		Bill#:	99999

HUD Budget Amendment

Columbus County, North Carolina

Name of Department: HUD

Agency Head Signature:

Date Prepare / Submitted to Admin:

March 15, 2022

Date Received in Admin:

Line Item			EXPENDITURES	Requested
			Classification	Increase or (Decrease)
50	4970	512100	SALARIES & WAGES REGULAR	\$3,628
50	4970	512900	ADMIN EXP-PORTABLE	(\$273)
50	4970	518100	FICA	\$878
50	4970	518200	RETIREMENT CONTRIBUTION	\$1,776
50	4970	518300	INSURANCE CONTRIBUTION	\$890
50	4970	518301	INSURANCE CONTRIBUTION-RETIRES	\$8,891
50	4970	519100	ACCOUNTING SERVICES PROF	(\$8,901)
50	4970	519101	LEGAL SERVICES PROF	(\$400)
50	4970	526010	SUNDRY ADMIN EXPENSE	\$31,586.00
50	4970	541300	OFFICE RENT	\$5,516.00
50	4970	549971	HOUSING ASSISTANCE PAYMENTS	\$31,940.00
50	4970	549972	HAP-PORTABLES	(\$11,053.00)
			Total Net Expense	\$64,478

Budget Code			REVENUES	Requested
Fund	Dept	Category		Increase or (Decrease)
50	3497	489040	MISCELLANEOUS	\$1,750
50	3497	489041	ANNUAL CONTR EARNED	\$16,256
50	3497	489052	FRAUD RECOVERY - ADMINISTRATION	\$200
50	3497	489053	FRAUD RECOVERY - HAP	\$200
50	3497	489105	ANNUAL ADMIN FEE EARNED	\$8,355
50	3497	499101	FUND BALANCE APPROPRIATED	\$37,717
			Total Net Revenue	\$64,478

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This budget revision has been approved by the Board of Columbus County Commissioners on:

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Signature

Date

Explanation of Increase or Decrease:

Account Adjustments & Use Fund Balance to Balance the Budget

MOTION:

Vice Chairman McMillian made a motion to approve the agenda, tax refunds and releases, and budget amendment, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #6: PUBLIC INPUT:

Chairman Bullard opened the floor for Public Comment.

Ervin Kreutter, 101 Oxford Village, Tabor City NC 28463, stated the following:

- I have a statement and I won't be able to get through it all but I'm going to leave a copy for you of 10 points.
- I have a newsletter; you will get a copy of that also.
- Adam Smith wrote in "The Wealth of Nations" that—manufacturing exported (sent out of the country) and raw materials imported (brought in) draws a sharp distinction between a Rich and a Poor nation.
- So why did we do it? Why did we send manufacturing out of the country and turn to agricultural exports?
- Abraham Lincoln tells us why. Quote," The Money Power preys on the nation in times of peace, and conspires against it in times of adversity. It is more despotic than monarchy, more insolent than autocracy, more selfish than bureaucracy. It denounces as public enemies, all who question its methods or throw light upon its crimes.
- The money power, seen through the lenses of Globalization, has greatly upset the American Political System. We exist and persist because of a Two-Party System.
- Say what you will about Republicans, and a number do, it is the Democrat Party, destroying itself with an absurd Policy Agenda: hate everything American you can define and seize upon. Falling numbers in the Democratic

ranks stand out as the number of Independent voters rises and the natural advantage Democrats have registering voters slips away.

-The political poison spread by Party activists, which include national Democrat Party leaders, bears fruit. A pathetic socialist outburst by Yale law students reportedly shut down the speech of a Yale Professor at a University event. The Professor called upon Yale University to sanction the students over the incident.

-Technology has not only freed us from religion, the range of activities a person can engage in as a result of the wide reach of electronic innovations is certainly time consuming, cell phone use, streaming Internet, remote learning, doing business by wire, working at home, present an alternative to religion. This is not all technology has done. It has freed us of a living wage as well.

-We know the Machine is becoming too intelligent and powerful. It can already outwork a human being. [But it cannot out consume like the people trodden down by its gross efficiency, do. The Machine's many and varied employments are a matter of record, but where's the profit in it long term?] Next the Machine will out talk and out think us. Oh Happy Day! All the while we stand by and do nothing.

-It's not a matter of questioning our commitment to the Truth. Plenty of people pursue it as best they can. No, the real crisis in human understanding is knowing what you're up against and having the means to combat it.

-It's the money talking and taking over our lives. Unlike military hardware that keeps getting more lethal, something that is very problematic in its own right, who controls the Generals—going forward? Money pushes everything that gets in its way, aside, in pursuit of its Goals.

Agenda Item #7: EMPLOYEE SPOTLIGHT – AMANDA DAVIS:

County Manager Eddie Madden will spotlight Columbus County Public Utilities and Solid Waste Executive Assistant, Ms. Amanda Davis.

County Manager Eddie Madden stated the following:

-Tonight's employee spotlight recipient is Ms. Amanda Davis from the Public Utilities Department.

-Ms. Davis has been with the county for over 15 years and has been described as adaptable, reliable and someone with a strong work ethic.

-According to her Department Manager, Mr. Harold Nobles, who is here this evening, he said Ms. Davis has a passion to provide quality work in her daily tasks and strong focus that allows her to work has a team player.

-She brings innovative ideas and suggestions forward that positively impact the department.

-Mr. Nobles added that Ms. Davis is very dependable and has worked hard during her employment with Columbus County.

-Please help me recognize Ms. Amanda Davis as tonight's Employee Spotlight Person.

Agenda Item #8: ADMINISTRATION – THE LAB ENTREPRENEURSHIP CENTER UPDATE AND APPROVAL OF A STEERING COMMITTEE:

Jonathan Medford provided a PowerPoint presentation on The LAB (Launching and Accelerating Business) Entrepreneurship Center. County Manager Eddie Madden requested approval of a steering committee.

Steering Committee Members

Lavern Coleman, Commissioner

Les High, Jobs Foundation Member – Business Owner

Jonathan Medford, Jobs Foundation Member – Business Owner

Cynthia Ellis, Columbus Chamber President – Business Owner

Pamela Young Jacobs, SCC Small Business Center Director

Dr. Chris English, SCC President

Dr. Dan Strickland, Columbus County School Board

MOTION:

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

Agenda Item #9: PROCLAMATION – APPROVAL OF PROCLAMATION IN CELEBRATION OF NATIONAL LINEMEN APPRECIATION MONTH:

The Commissioners presented a proclamation to Nicky Nance, Key Accounts and Renewable Specialist with Brunswick Electric Membership Corporation, and Brunswick Electric Lineman, in celebration of National Linemen Appreciation Month.

**Proclamation in Celebration of
National Lineman Appreciation Month**

WHEREAS, Columbus County celebrates the profession of linemen; **and**

WHEREAS, their profession requires passion, dedication and ongoing training; **and**

WHEREAS, linemen are often first responders during storms, working to repair broken electrical lines to make the area safe for other public safety heroes; **and**

WHEREAS, linemen play a vital role by maintaining and growing the electrical infrastructure, working power lines 24 hours a day, 365 days a year, to keep electricity flowing; **and**

WHEREAS, linemen risk their lives every day working at precarious heights with dangerous high voltage; **and**

WHEREAS, the US House of Representatives, in recognition of the efforts of linemen in keeping the power on and protecting public safety, have designated April 18th, 2022, as National Lineman Appreciation Day.

NOW, THEREFORE, BE IT RESOLVED, we, the Columbus County Board of Commissioners, do hereby proclaim the month of April as “National Lineman Appreciation Month” in Columbus County and urge all citizens to celebrate our linemen and thank them for their service.

Adopted this the 4th day of April, 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 Byrd made a motion to Approve the Proclamation, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #10: PROCLAMATION – APPROVAL OF PROCLAMATION IN CELEBRATION OF THE WEEK OF THE YOUNG CHILD:

Selena Rowell, Executive Director of the Columbus County Partnership for Children, requested Board approval and adoption.

Week of the Young Child Proclamation

WHEREAS, the Columbus County Partnership for Children (Smart Start) and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 2 – 8, 2022; **and**

WHEREAS, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Columbus County, North Carolina; **and**

WHEREAS, parents, grandparents, teachers and others who make a difference in the lives of young children in Columbus County, North Carolina, deserve thanks and recognition; **and**

WHEREAS, public policies that support early learning for all young children are crucial to young children’s futures.

NOW, THEREFORE, BE IT RESOLVED, we, the Columbus County Board of Commissioners, do hereby proclaim April 2 through April 8, 2022, as the Week of the Young Child in Columbus County, and encourage all citizens to work to make a good investment in early childhood education in our community.

Adopted this the 4th day of April, 2022.

Columbus County Board of Commissioners

/s/ **RICKY BULLARD, Chairman**

/s/ **CHRIS SMITH**

/s/ **LAVERN COLEMAN**

/s/ **CHARLES T. MCDOWELL**

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

/s/ **GILES E. BYRD**

/s/ **BRENT WATTS**

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

/s/ BOYD WORLEY, Board Attorney
/s/ LATOYA WILLIAMS, Deputy Clerk

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

MOTION:

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

Agenda Item #11: PROCLAMATION – APPROVAL of CHILD ABUSE PREVENTION MONTH PROCLAMATION:

Selena Rowell, Executive Director of the Columbus County Partnership for Children, requested Board approval and adoption.

Child Abuse Prevention Month Proclamation

WHEREAS, Prevent Child Abuse North Carolina, the Columbus County Partnership for Children and the Columbus County Commissioners, realize that children are vital to our county's future success, prosperity and quality of life as well as being our most vulnerable assets; **and**

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; **and**

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; **and**

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; **and**

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies and the business community.

NOW, THEREFORE, BE IT RESOLVED, we the Columbus County Board of Commissioners, do hereby proclaim April as Child Abuse Prevention Month and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Adopted this the 4th day of April, 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 Vice Chairman McMillian. The motion unanimously approved.

Agenda Item #12: APPROVAL OF SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION:

Abby Williams, Columbus & Bladen County Sexual Assault Advocate with Families First, Inc., requested Board Approval and adoption.

Sexual Assault Awareness Month Proclamation

WHEREAS, April is Sexual Assault Awareness Month — a time to draw attention to the prevalence of sexual assault and educate individuals and communities about how to prevent it.; **and**

WHEREAS, In the United States alone, nearly one in five women and one in 67 men have been raped at some time in their lives and one in four girls and one in twenty boys is sexually abused by the age of 17; **and**

WHEREAS, Sexual harassment, assault, and abuse can happen anywhere, including in online spaces, so, we must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; **and**

WHEREAS, Staff and volunteers of anti-violence programs in Columbus County encourage every person to speak out when witnessing acts of violence however small; **and**

WHEREAS, with leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in Columbus County through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; **and**

WHEREAS, the Columbus County Commissioners strongly supports the efforts of national, state, and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

NOW, THEREFORE, BE IT RESOLVED, we the Columbus County Board of Commissioners, do hereby proclaim that April 2022, is Sexual Assault Awareness Month in Columbus County and we join advocates and communities across the country in taking action to prevent sexual violence.

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

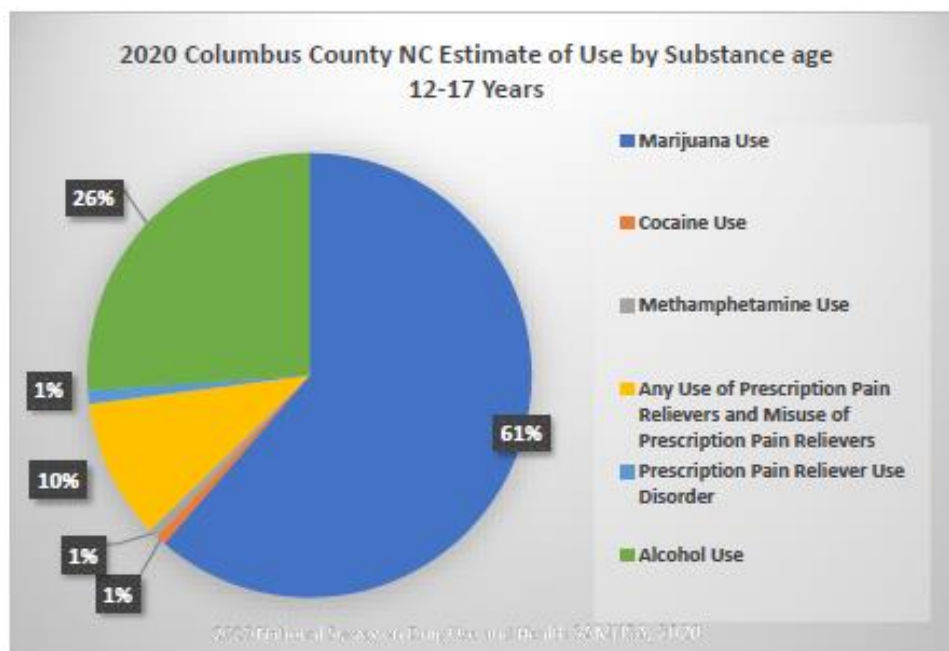
Agenda Item #13: VETERANS – REMARKS ON THE NOVEMBER 12, 2022 VETERANS PARADE:

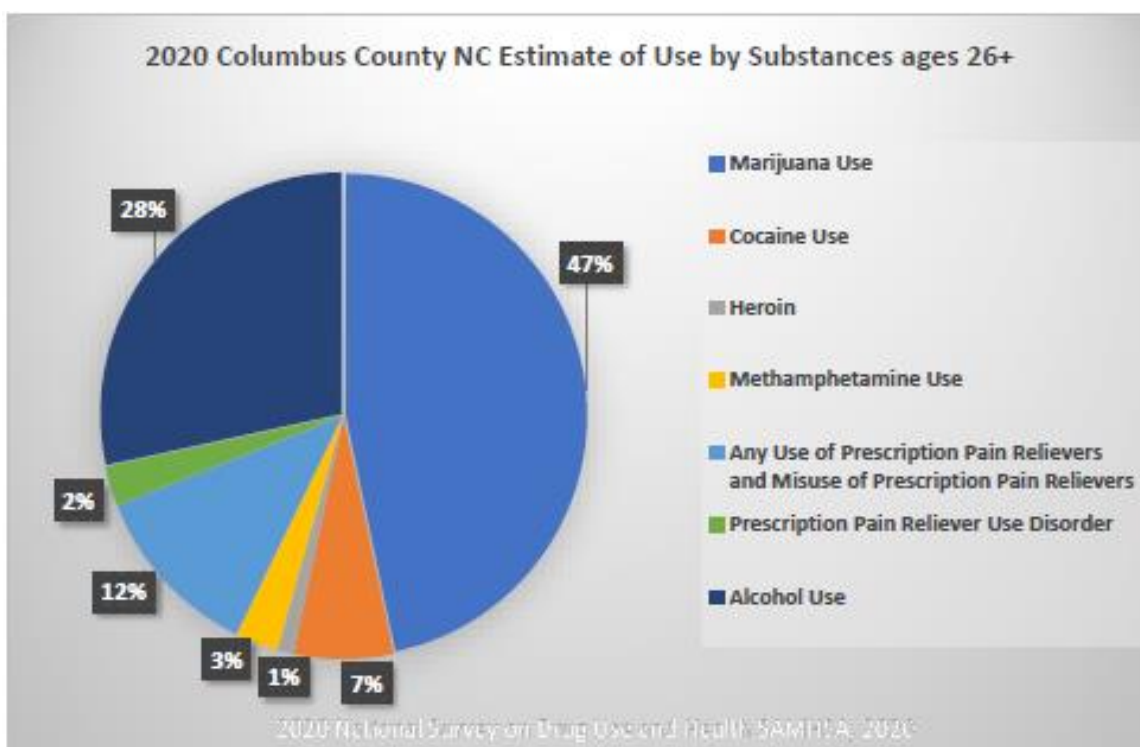
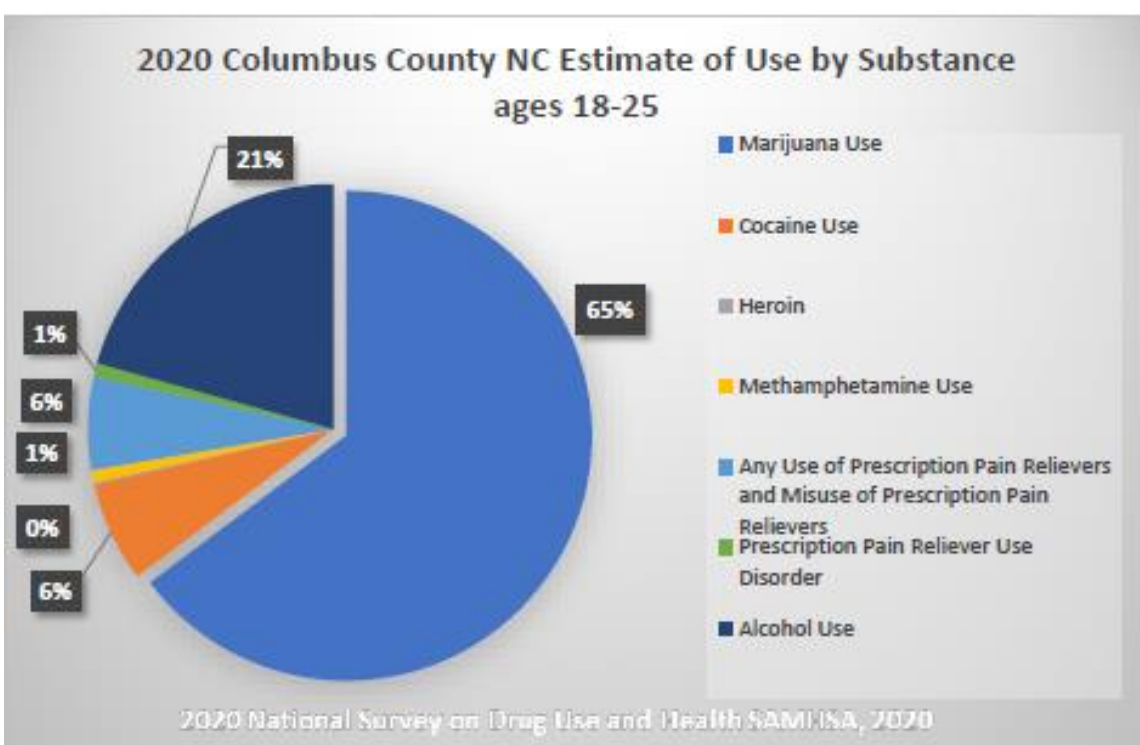
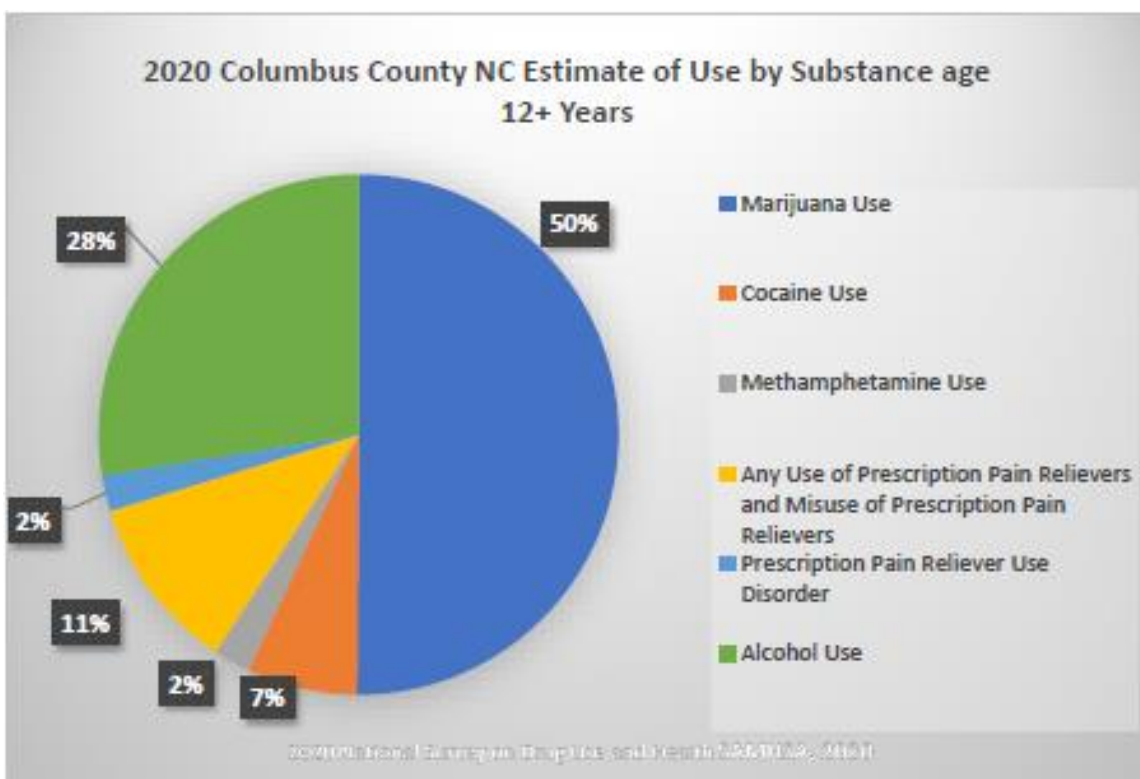
Ms. Angela Norris, VFWA President Aux. 8073, addressed the Board concerning the Veterans Parade in November.

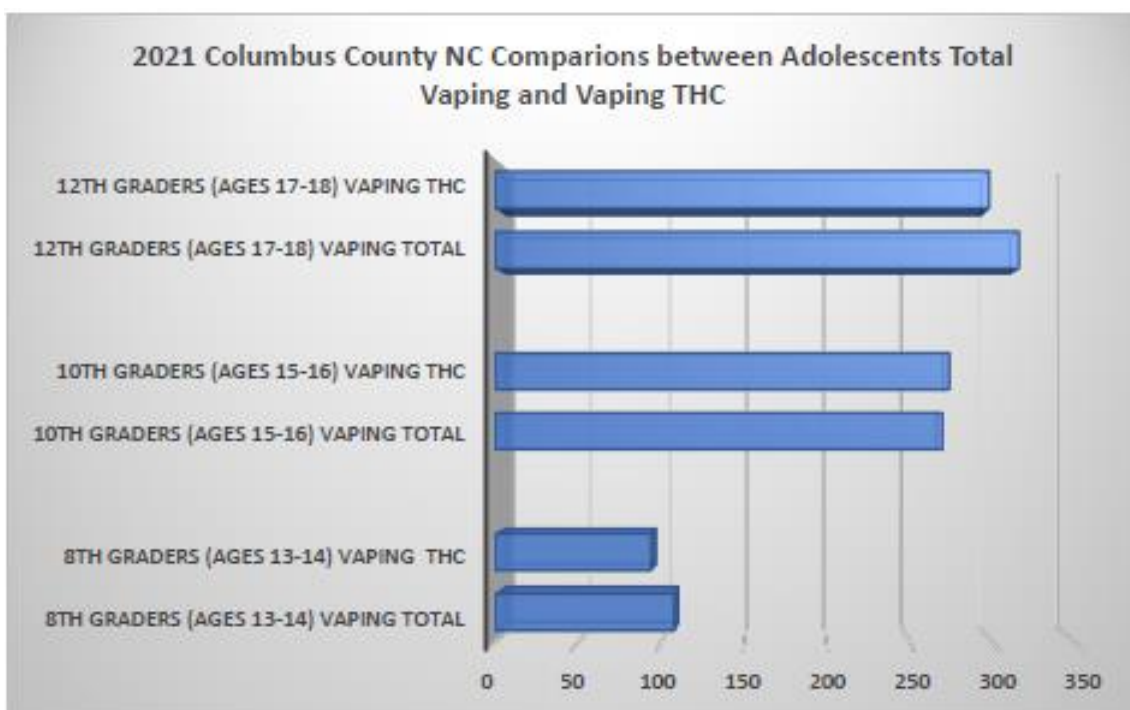
Agenda Item #14: ACT ASSOCIATES, LLC – APPROVAL OF STEERING COMMITTEE AND UPDATE ON THE KATE B REYNOLDS GRANT:

Syd Wiford, Principal Consultant with ACT Associates, LLC provided the Board with an update on the Kate B. Reynolds Grant and requested Board approval of a steering committee to provide suggestions on the use of those funds.

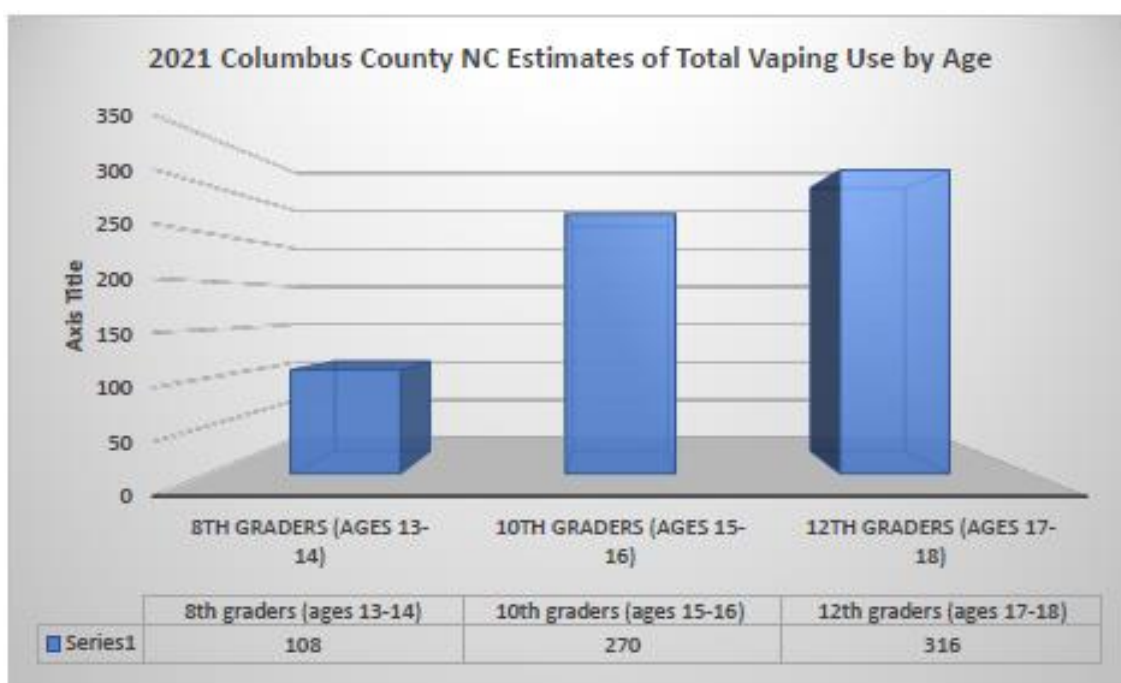
Preliminary Substance and Alcohol Use Data 2020 Columbus County NC



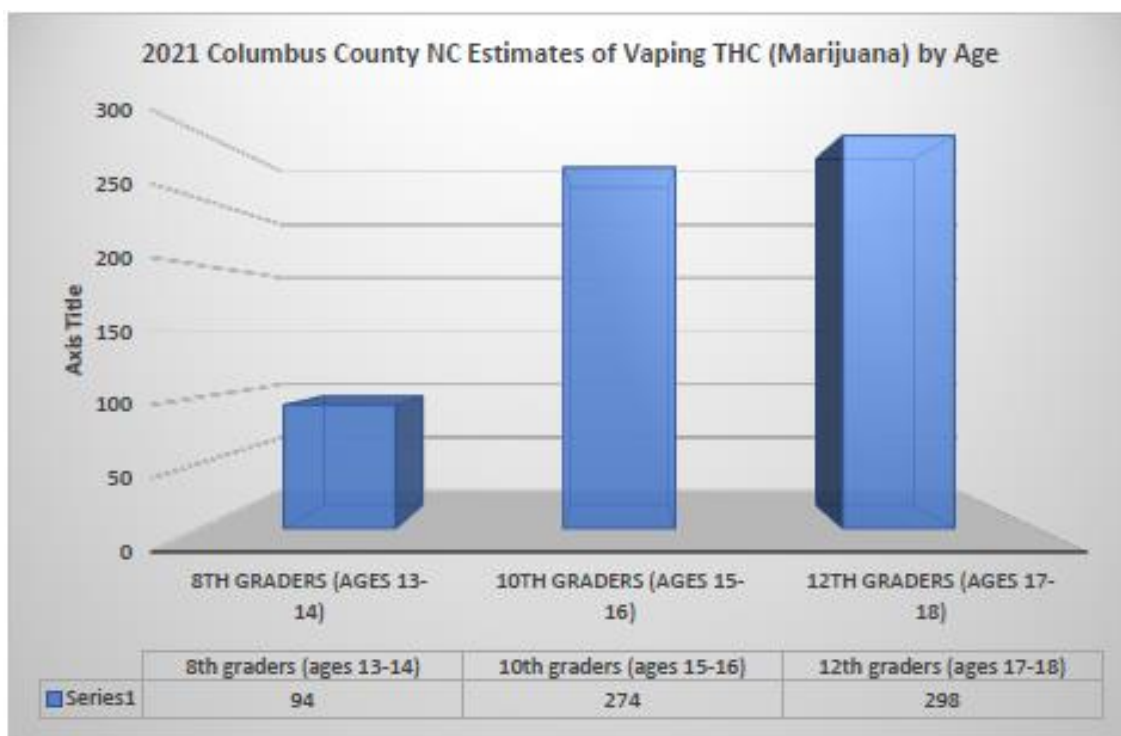




US HHS, National Institute of Health, 2021



US HHS, National Institute of Health, 2021



US HHS, National Institute of Health, 2021

Purpose of the Steering Committee:

-To be representative of the geographic areas and services in Columbus County affected by the Opioid and Other Substance Abuse Issues occurring in the County.

Tasks of the Steering Committee:

-To participate in the Needs Assessment, Gap identification and Strategic Planning Process for the Opioid and Other Drug Issues occurring in Columbus County, review the needs, gaps report and help prioritize and develop the strategy to deal with the gaps and needs identified.

-To recommend a non-biased process by which the Opioid Settlement Funds can be allocated to insure it meets the criteria identified in the Opioid Settlement Requirements and the County’s Strategic plan goals and priorities.

-To set benchmarks for funded projects to report progress toward Program Goals.

-To publish a quarterly report for the Columbus County Commissioners detailing out programs progress and activities.

	Proposed Names
1.	Marc Whichard, Superintendent Whiteville City Schools
2.	Deanne Meadows, Superintendent Columbus County Schools (Heather Piggott to act as her alternate)
3	Kim Smith, Director Columbus County Health Department
4	TBN Columbus County Magistrate
5	Courtney Sanford, Assistant District Attorney
6	Dr. Jugta Kahai, Pediatrician
7	TBN by Columbus County Sheriff
8	Dennis Williams, Southern Regional Director Trillium Health Resources
9	Ms. Rose McPherson Columbus Regional Healthcare System
10	Dr. Timothy Lance Southeastern Community College
11	TBN Columbus County Child Protective Services
12	Eddie Madden, County Manager Columbus County Government
13	Pamela Young Jacobs, Director SCC Small Business Center
14	Willis Harper
15	Superior Court Judge Douglas Sasser or Designee
16	Jerome McMillian County Commissioner
17	Dave Heller, Chaplain Columbus County Sheriff
18	Daisy Brooks, Pastor Facts of Life Church
19	Tracey Troy, Pastor Highest Praise Church

MOTION:

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

Agenda Item #15: AIRPORT – APPROVAL OF GRANT AGREEMENT BETWEEN THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND COLUMBUS COUNTY:

Phil Edwards, Director, requested Board approval of the State Capital and Infrastructure Fund (SCIF) Grant Agreement between the North Carolina Department of Transportation and Columbus County. The grant award amount is \$7,000,000.00 and is to be used for capital improvements at the Columbus County Airport. There is no cost to the county.



GRANT AGREEMENT

STATE CAPITAL AND INFRASTRUCTURE FUND (SCIF) GRANT AGREEMENT BETWEEN THE N. C. DEPARTMENT OF TRANSPORTATION, AN AGENCY OF THE STATE OF NORTH CAROLINA AND <u>COLUMBUS COUNTY</u>	AIRPORT: <u>COLUMBUS</u> <u>COUNTY</u> <u>MUNICIPAL</u> PROJECT/WBS NO: <u>36244.18.9.1</u>
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This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and COLUMBUS COUNTY, the public agency owning the COLUMBUS COUNTY MUNICIPAL AIRPORT (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on JUNE 30, 2024, with the option to extend, if mutually agreed upon, through a written modification.

WITNESSETH

WHEREAS the Sponsor is authorized by this agreement to use funds for capital improvements at the COLUMBUS COUNTY MUNICIPAL AIRPORT as referenced in the Current Operations Appropriations Act, Session Law (SL) 2021-180, amended by SL 2021-189 and listed in the Joint Conference Committee Report on the Current Operations Appropriations Act of 2021 for Senate Bill 105.

WHEREAS the Sponsor has been notified of available funds by the Department and has provided the required documentation as described in this agreement to the Department; and

WHEREAS a grant in the amount of \$7,000,000 of State Capital and Infrastructure Funds will be provided to the Sponsor according to the payout schedule, conditions, and limitations herein; and

WHEREAS, pursuant to NC GS 63-68 (2), the Department may, in its discretion, conduct safety projects or programs to improve the safety and planning of the air transportation system.

NOW THEREFORE, the Sponsor and the Department do mutually hereby agree as follows:

- 1) The Sponsor agrees to use the funds toward the capital improvement project(s) as submitted on the Proposed Project(s) List (AV-106) form in the amount(s) recorded. The Sponsor may revise this form but must keep the AV-106AV-106 updated and current in the Department's Enterprise Business System (EBS).

- 2) The Sponsor acknowledges it will provide the following documentation prior to issuance of any funds into the Department's online Enterprise Business System (EBS):
 - (a) Proposed Project(s) List (AV 106) – Attachment 1
 - (b) Sponsor's adopted policy addressing conflicts of interest – Attachment 2
 - (c) Sworn Statement of no overdue tax debts – Attachment 3

- 3) Work performed under this Agreement shall conform to the approved project(s) listed and described on the latest AV-106 loaded and approved in the Department's EBS.

- 4) The Sponsor agrees to comply and assures the compliance by each of its third-party contractors and subrecipients at any tier, with the provisions of GS § 143-59.2, "Certain vendors prohibited from contracting with State." GS § 133-32 and Executive Order 024 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. This prohibition covers those vendors and contractors who:
 - a) have a contract with a governmental agency; or
 - b) have performed under such a contract within the past year; or
 - c) anticipate bidding on such a contract in the future.

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

- 6) Pursuant to GS 143C-6-8, the Sponsor understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the Department will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

- 7) The Sponsor agrees, as a Federally obligated airport, to adhere to all federal laws and requirements that apply to the project(s) identified in the AV-106. This includes, but is not limited to, planning, environmental, FAA justification, and civil rights requirements. Sponsor acknowledges its responsibility to ascertain all applicable federal laws and requirements and ensure Sponsor's compliance therewith.

- 8) Sponsor agrees to adhere to state and local laws and requirements that apply to the project(s) identified in the AV-106. Sponsor acknowledges its responsibility to ascertain all applicable state and local laws and requirements and ensure Sponsor's compliance therewith.

- 9) The applicable federal, state and local laws to which Sponsor will adhere, include, but are not limited to, all statutory provisions outlined in GS 143C-6-22, Use of State funds by non-State entities, GS 143C-6-23, State grant funds: administration; oversight and reporting requirements, 9 NC Administrative Code Subchapter 3M and the requirements found in SL 2021-180, Section 5.2; 5.3; and 40.8 as amended by SL 2021-189 .

- 10) The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Division's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.
- 11) The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public per GS 63-65.
- 12) The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.
- 13) The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.
- 14) The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.
- 15) Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.
- 16) Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.
- 17) Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Division.
- 18) This Agreement may not be assigned without the written consent of Department. Sponsor acknowledges and agrees that in the circumstances involving assignment and subcontractors, neither Sponsor nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement. Sponsor further acknowledges and agrees that it will ensure that any subrecipient agrees to abide by the standards contained in 09 NCAC Subchapter 3M and to provide information in its possession that is needed by the recipient to comply with those standards.

- 19) Any amendments to or modification of the terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Department.

1. DEPARTMENT'S DUTIES & PAYMENT PROVISIONS:

The Department shall ensure that funds allocated and disbursed pursuant to Session Law 2021-180, as amended by SL 2021-189, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The Department is subject to the following requirements:

- a. Upon execution of this agreement and the Sponsor's submission of documents identified in this contract, the Department intends to pay the RECIPIENT as follows:
 - i. 50% of total amount, which is \$3,500,000 by February 26, 2022, or with the first claim after execution of the grant agreement.
 - ii. The remaining 50%, which is \$3,500,000 by June 30, 2022.
- b. Develop a quarterly financial and performance reporting document that shall incorporate the requirements of 9 NCAC Subchapter 3M.0205 and require the Sponsor to:
 - i. Provide an accounting for funds received, interest earned, funds expended.
 - ii. Provide activities, accomplishments and performance measures.
 - iii. Provide a list of employees and the amount of State funds used for each employee's annual salary.
 - iv. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. Provide a secure method for submitting financial and performance reports.
- d. Conduct financial and performance monitoring until the contract is completed.
- e. Per 9 NCAC Subchapter 3M.0205, Sponsors that receive over \$500,000, shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. Audits must be provided no later than nine months after the grantees fiscal year end. This audit is required with the annual report.
- f. Extend the term of this contract, if necessary, as funds will not revert until expended or the particular project has been completed for SCIF Grants.

2. FUNDS MANAGEMENT:

The Sponsor agrees that funds paid through this grant agreement shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the Sponsor's central accounting and / or grant management system. This shall include accounting for interest earned on these funds and proof that any interest was expended on a project identified on the AV 106.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 1 above.
- c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Agreement.

- d. If eligible, the Sponsor and all subrecipients shall:
 - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and
 - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.
- e. Cost of audit(s) can be charged to grant as described in 09 NCAC 03M.0205.
- f. First payment shall be made as soon as practicable, but no later than 100 days after SL 2021-180 became law (November 18, 2021).

3. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The Sponsor agrees to submit the required quarterly status report (QSR) via the Department's Enterprise Business Systems (EBS) on or before the 10th day following the end of each quarter. The first report is due on or before April 10, 2022, to the Department. All reports and supporting documents shall include the Sponsor and all SUB-RECIPIENT information and shall be submitted via QSR in EBS.

Sponsor and any SUB-RECIPIENTS agree that all program activity results and information shall be subject to review and authentication as described in Section 6 and Sponsor will provide access to work papers, receipts, invoices and reporting records, if requested by the Department, as the Department executes any monitoring or internal audit responsibilities.

Sponsors and SUB-RECIPIENTS receiving \$500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the Department no later than nine months after the end of the Sponsor's fiscal year. This report shall be submitted to the Department via EBS or other acceptable method as identified by the Department. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

4. MONITORING AND AUDITING:

The Sponsor acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the Sponsor are subject to being audited, inspected and monitored at any time by the Department upon its request (whether in writing or otherwise). The Sponsor further agrees to provide Department staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The Sponsor acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in GS 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Sponsor and are subject to change.

5. PROJECT ADMINISTRATION

- a. It is the policy of this State to encourage and promote participation by the Disadvantaged Business Enterprise Program (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure DBE's have maximum opportunity to participate in performance of contracts let using state funding. The Sponsor assures and certifies with respect to this Agreement that they will pursue these requirements as stipulated by the Department in the advertising, award, and administration of all contracts, and require the same for all contractors, subrecipients, or subcontractors. The DBE Program is governed by GS 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of the North Carolina Administrative Code.
- b. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.
- c. It is the policy of the Department not to award funds to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. It shall be the responsibility of Sponsor to ensure that only properly qualified contractors are given construction contracts for work.

6. REAL PROPERTY ACQUISITION

- a. The acquisition of land, buildings, and other real property involving the use of these funds shall be in compliance with this agreement and the provisions of this Section.
- b. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.
- c. The acquisition cost of each parcel, building, or other real property acquired with state financial assistance shall follow the Uniform Relocation Assistance and Real Property Acquisition Act and be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.
- d. For each parcel, building, or real property, fair market value shall be established by an appraisal, completed by a competent NCDOT approved appraiser and an appraisal review, completed by an NCDOT staff reviewer or outsourced by the NCDOT to a competent consultant appraisal reviewer. For complex acquisitions, estimated claims over \$1,000,000 or estimated claims with over \$250,000 in damages, fair market value shall be established by two appraisals: one original appraisal and one review appraisal. In such cases, all other provisions of this Section shall apply.
- e. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.
- f. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

- g. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.
- h. Negotiated values above the fair market value shall not be eligible for state funds unless, prior to the final agreement for acquisition, the Sponsor has received the approval of the Department for paying such negotiated values in lieu of the appraised fair market value.
- i. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

7. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

8. COMPLIANCE WITH LAW:

The Sponsor shall remain an independent Sponsor and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The Sponsor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department. The Sponsor shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

9. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the Department.

10. AGREEMENT CLOSE-OUT PROCESS:

The Sponsor agrees to submit to the Department a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project(s) or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the Department at this time.

Sponsor will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the Department, the Sponsor will receive official notification of agreement close-out. The letter will inform the Sponsor that the Department is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

APPENDIX A1

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

Under this agreement, any funds utilized for the performance of any work by the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any

litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A2

TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

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

(HABENDUM CLAUSE)

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

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

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

APPENDIX A3

TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances:

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

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

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

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

APPENDIX A4

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

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

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

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

APPENDIX A5

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

Pertinent Nondiscrimination Authorities:

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

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

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

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

SIGNED: _____

TITLE: _____

DATE: _____

MOTION:

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

Agenda Item #16: FINANCE –SECOND READING AND APPROVAL OF COLUMBUS COUNTY CREDIT CARD POLICY:

Jay Leatherman, Finance Director, requested a second reading of the Columbus County Credit Card Policy and Board approval and adoption.

**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 Credit Card Policy, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #17: HMGP HURRICANE FLORENCE NON-EXPEDITED GRANT PROGRAM – RESOLUTION DESIGNATION OF APPLICANT’S AGENT:

Gail Edwards, Senior Advisor to the County Manager requested Board approval of Resolution Designating County Manager Eddie Madden and Senior Advisor to the County Manager Gail Edwards as signatories for the grant.

RESOLUTION DESIGNATION OF APPLICANT’S AGENT	
North Carolina Division of Emergency Management	
Organization Name (hereafter named Organization) Columbus County	Disaster Number: FEMA 4393 Non-Expedited DR-NC
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): 127 W. Webster Street, Whiteville, North Carolina 28472	
Applicant's Fiscal Year (FY) Start Month: July Day: 1	
Applicant's Federal Employer's Identification Number 56 - 6000289	
Applicant's Federal Information Processing Standards (FIPS) Number 047 - 8047 - 00	
PRIMARY AGENT	SECONDARY AGENT
Agent's Name Eddie Madden	Agent's Name Gail E. Edwards
Organization Columbus County Administration	Organization Columbus County Administration
Official Position	Official Position

Official Position County Manager	Official Position Senior Advisor to the Manager
Mailing Address 127 W. Webster Street	Mailing Address 127 W. Webster Street
City, State, Zip Whiteville, North Carolina 28472	City, State, Zip Whiteville, North Carolina 28472
Daytime Telephone (910) 640-6630	Daytime Telephone (910) 640-6630
Facsimile Number (910) 640-1654	Facsimile Number (910) 640-1654
Pager or Cellular Number (910) 640-7024	Pager or Cellular Number (910) 840-5873
<p>BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this 4th day of April, 2022.</p>	
GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Ricky Bullard, Chairman	Name
Name and Title	Official Position Chairman
Name and Title April 4, 2022	Daytime Telephone (910) 640-6630
CERTIFICATION	
<p>I, <u>Latoya Williams</u>, (Name) duly appointed and <u>Deputy Clerk</u> (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of <u>Columbus County</u> (Organization) on the <u>4th</u> day of <u>April</u>, 20<u>22</u>.</p>	
Date: <u>April 4, 2022</u>	Signature: _____
Rev. 06/02	

MOTION:

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

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

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

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

COMMITTEE	ZONE/ EB	PERSON(S)	EXP. DATE	BOARD ACTION
Community Advisory Committee (former Joint and/or Nursing Home Committee) M=Byrd S=Watts	EB	Deborah Spivey	04/02/2022	Re-Appoint
Tabor City Zoning Board of Adjustments M=Watts S=Coleman	EB	Kira Godwin (ETJ)	04/01/2022	Appoint
Animal Control	IV	Jesse Stafford	04/20/2022	HOLD

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

At 7:32 P.M., Commissioner Smith 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 #19: COLUMBUS COUNTY WATER AND SEWER DISTRICTS I, II, III, IV AND V – APPROVAL OF MINUTES:

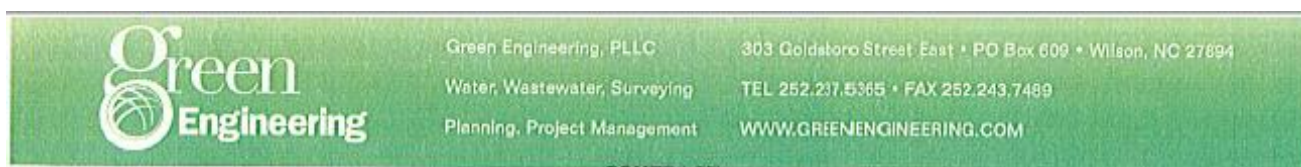
A. March 21, 2022

MOTION:

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

Agenda Item #20: WATER DISTRICT II – APPROVAL OF AGREEMENT WITH GREEN ENGINEERING:

Harold Nobles, Director, requested Board approval of an engineering design for a proposed Truck Stop on Midway Rd.



CONTRACT

Name of Client: Columbus County **W.O.** 21-085
Address: 111 Washington Street
Whiteville, North Carolina 28472

Project Name: Water System Extension **Date Required:** _____
Union Valley Road
Truck Stop

Project Rep: _____ **Phone:** 910-640-6630
Project Location: Columbus County **Ordered By:** _____
Date Ordered: _____ **Order Taken By:** E. Leo Green

Narrative Description of Services: _____
Engineering Services related to Design Services for the Water System Extension on Union valley Road in Columbus County

ITEM	COMPONENT	*BASIS	TOTAL AMOUNT
1.	Preliminary Planning and Permitting	LS	3,500.00
2.	Design / Bid	LS	12,700.00
3.	Inspection	LS	18,000.00
4.	Administration	LS	4,000.00
*(H)Hourly \$ _____		*(LS)Lump Sum \$ <u>38,200.00</u>	
		*(O)Other \$ _____	
Total Estimated Contract:		\$ <u>38,200.00</u>	

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.

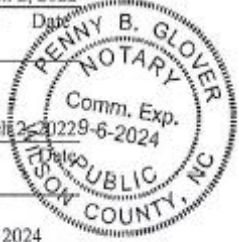
Client: Columbus County
 Print Name of Firm or Corporation

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, Jr. - Managing Member
 Print Name and Title

Attest: Penny B. Glover March 2, 2022
 Signature Date
 Penny B. Glover - Notary
 Print Name and Title
 My Commission Expires: September 6, 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 _____

MOTION:

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

AGENDA ITEM #21: WATER DISTRICTS I, II, III, IV AND V – APPROVAL OF CAPITAL IMPROVEMENT PLAN:

Harold Nobles, Director, requested Board approval of a Capital Improvement Plan.

COLUMBUS COUNTY												
CAPITAL IMPROVEMENT PLAN FY 2020-2031												
EXPENDITURES	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Totals
Project Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2020-2031
WD I, II, III, IV, V - Generators	\$0	\$299,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$299,600
WD I, II, III, IV, V – SCADA	\$0	\$262,357	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$262,357
WD I, II, III, V – Line Extensions	\$0	\$2,450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,450,000
WD I – Well Development – SC	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
WD I, II, III, IV, V - Strategic Plan	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
WD II – Helena Chemical / GP	\$0	\$660,983	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$660,983
WD II - Silverspoon/Brick City Rd	\$0	\$0	\$0	\$889,138	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$889,138
WD III – AIA System Assessment	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
WD II, III - Interconnect Project	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
WD II, III – Connection of Loops	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000
WD I, II, III, IV - Well Rehabs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000	\$0	\$0	\$0	\$55,000
WD I, II, III, IV, V – Alt Valve Ret	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$500,000
WD IV – Phase II (Eastern Area)	\$0	\$0	\$0	\$4,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,600,000
WD IV - Phase III (Western Area)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,250,000	\$0	\$8,250,000
WD IV – AMR Project	\$0	\$0	\$0	\$827,145	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$827,145
WD IV – AIA System Assessment	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
WD IV – Riegelwood Subdivision Distribution Replacement	\$0	\$0	\$1,943,245	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,943,245
WD IV – Lakeland Village Sub. Distribution Replacement	\$0	\$0	\$0	\$935,014	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$935,014
WD IV – Well for Eastern End	\$0	\$0	\$0	\$775,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$775,000
Wd V – Old Dock Sewer Project	\$0	\$1,238,362	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,238,362
WD V – Guideway School Well	\$0	\$495,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$495,000
WD V – Well for Southern End	\$0	\$0	\$0	\$775,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$775,000
Totals	\$0	\$5,406,302	\$2,293,245	\$9,101,297	\$350,000	\$0	\$0	\$55,000	\$500,000	\$8,250,000	\$0	\$25,955,844

MOTION:

Commissioner Coleman made a motion to approve the plan, 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 7:36 P.M., Commissioner Smith 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 #22: COMMENTS:

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

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

- Yes, I have a couple of things, while Director Nobles is here.
- Mr. Nobles I noticed yesterday down on Robison Rd, the area we had such a problem with several years ago, some mattresses and stuff have been thrown out there in the last 3 or 4 days.
- I'd also like to bring up the wood yard in Chadbourn, someone cut the lock, and went in and unloaded two big loads of tires over there.
- Are you familiar with it? And did you see the stickers and tags on all of it? It might lead back to where they came from but it's a lot of them there.
- It's rained since they put them there, but it's been within the last week.
- At the last meeting I brought up Mr. Chase Soles and on the preliminary agenda that was sent out it was listed and Commissioner Smith was going to present so what happened?

Chairman Bullard stated the following:

-They asked that we postpone it to a later date.

County Manager Eddie Madden stated the following:

- And I can add to that if you like.
- I think it's April 25th, ADR is having an event, and you all have been invited to that.
- It will include some recognition of Mr. Soles and then after that, we will invite them to come here for the formal presentation.
- So, they asked us to do it in that order.

Commissioner Byrd stated the following:

- Okay, and if you could Mr. Nobles take care of those two issues.
- That's all Mr. Chairman.

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

- I'd just like to thank the County Employees for all they do.
- We need the county to grow but we need to do it the right way.
- I appreciate the Sheriff; he's showing a lot of presence in our area.
- Thank you for that, it is being noticed.
- The county employees are awesome and I certainly appreciate everything they do.

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

- I'd like to say I appreciate the job that a lot of people here in the county are doing.
- Thank you Mr. Edwards for getting that \$7 million dollar grant for the Airport.
- That will mean a tremendous amount to Columbus County Airport.
- And it's good when we can get a grant that costs the taxpayers zero.
- A lot of good things are happening out here in Columbus County, just like the Entrepreneurship Center with Southeastern.
- Ms. Pamela, I'm proud of what you're doing, you have a broad vision, the right attitude, and the right smile to make everything come together.
- If there is any way that this board can help you, let us know.
- We thank you for what you're doing.
- Ms. Powell, thank you.
- I know you're impacting a lot of lives and you may not ever know it, but you are.
- Keep up the good work, and with that smiling face, everything will work out.

B. County Manager Eddie Madden stated the following:

- I just want to comment on a few things.
- First, the budget meetings with the schools and the college were a great success.

- They were all held right here in this room and we received a great deal of positive feedback, especially about the improved working relationships between each other.
- Our finance staff continues to work with those budget requests that were submitted from the school systems and college and we hope to have more information for you later this week, if not next week.
- I think the Sheriff has a ribbon cutting ceremony this coming Wednesday at noon at the Delco School site for the Sheriff's Department Annex.
- This Board is certainly welcome to attend that.
- With regards to this building, our Building Inspections Office, Fire Marshal's Office and Emergency Management Staff have all relocated to the first floor.
- Economic Development and Planning will complete their move later this week.
- Environmental Health is one of the last offices to move to the first floor and they are waiting on a glass divider to be installed at the front counter.
- I do want to express our appreciation to FOCUS Broadband for expediting the installation of fiber connectivity to the County's buildings, which has permitted us to move forward in an expeditious way.
- You've been contacted by our staff but I just want to remind everyone that the USDA State Director, Mr. Reginald Speight, will be here.
- He has requested a meeting with this Board and the municipal mayors and councils across Columbus County on April 18, 2022, 5:00 P.M., just prior to the Commissioner's regular meeting.
- Mr. Speight has said the USDA intends to make a significant investment in Columbus County in the near future and he wants the opportunity to introduce himself and explain the opportunities to us.
- I want to recap what Ms. Syd Wiford has expressed to you all this evening.
- The newly formed opioid task force will play an extremely important role in addressing the needs of the whole county.
- We are hopeful that the partnerships with Columbus Regional Hospital, the Sheriff's Office, the school systems, along with the Kate B. Reynolds Foundation will result in more funding to combat the opioid crisis and other issues that must be dealt with that truly are wrecking the lives of people both young and old.
- I don't know if you paid close attention to the data that was presented this evening but it was staggering to see the impact that it is having on our citizens.
- The EMS study continues to make progress; a formal report, along with recommendations will occur in the June or July timeframe.
- We also, as you know, are involved with the Parks and Recreation Master Plan and that will be concluding very soon.
- A formal report by the consultants and the advisory committee will be forthcoming.
- They have worked very hard to seek input from the community and to identify gaps in our service on a recreational basis.
- We look forward to their report.
- In observance of Easter, the county offices will be closed on April 15th and that concludes my report.

Agenda Item #23: ADJOURNMENT:

At 7:44 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, April 4, 2022
7:32 P.M.**

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

COMMISSIONERS ABSENT (EXCUSED):

Charles T. McDowell

MEETING CALLED TO ORDER:

At 7:32 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District I Board Meeting to order.

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

A. March 21, 2022 Columbus County Water and Sewer District I Board Meeting

MOTION:

Vice Chairman McMillian made a motion to approve the March 21, 2022 Columbus County Water and Sewer District I Board Meeting Minutes, seconded by Commissioner Coleman. The motion unanimously passed.

AGENDA ITEM #21: WATER DISTRICT I- APPROVAL OF CAPITAL IMPROVEMENT PLAN:

Harold Nobles, Director, requested Board approval of a Capital Improvement Plan.

COLUMBUS COUNTY

CAPITAL IMPROVEMENT PLAN FY 2020-2031																					
EXPENDITURES																					
Project Name	Total Cost	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Totals	FY 2020-2031							
WD I, II, III, IV, V - Generators	\$0	\$299,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$299,600								
WD I, II, III, IV, V - SCADA	\$0	\$262,357	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$262,357								
WD I, II, III, V - Line Extensions	\$0	\$2,450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,450,000								
WD I - Well Development - SC	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000								
WD I, II, III, IV, V - Strategic Plan	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000								
WD II - Helena Chemical / GP	\$0	\$660,983	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$660,983								
WD II - Silverspoon/Brick City Rd	\$0	\$0	\$0	\$889,138	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$889,138								
WD III - AIA System Assessment	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000								
WD II, III - Interconnect Project	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000								
WD II, III - Connection of Loops	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000	\$0	\$0	\$0	\$0	\$55,000								
WD I, II, III, IV - Well Rehabs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$500,000								
WD I, II, III, IV, V - Alt Valve Ret	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0								
WD IV - Phase II (Eastern Area)	\$0	\$0	\$0	\$0	\$4,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,600,000								
WD IV - Phase III (Western Area)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,250,000	\$0	\$0	\$8,250,000								
WD IV - AMR Project	\$0	\$0	\$0	\$0	\$827,145	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$827,145								
WD IV - AIA System Assessment	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000								
WD IV - Riegelwood Subdivision Distribution Replacement	\$0	\$0	\$0	\$1,943,245	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,943,245								
WD IV - Lakeland Village Sub. Distribution Replacement	\$0	\$0	\$0	\$0	\$995,014	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$995,014								
WD IV - Well for Eastern End	\$0	\$0	\$0	\$0	\$775,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$775,000								
WD V - Old Dock Sewer Project	\$0	\$1,238,362	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,238,362								
WD V - Guideway School Well	\$0	\$495,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$495,000								
WD V - Well for Southern End	\$0	\$0	\$0	\$0	\$775,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$775,000								
Totals	\$0	\$5,406,302	\$2,293,245	\$9,101,297	\$350,000	\$8,250,000	\$55,000	\$500,000	\$0	\$0	\$0	\$0	\$25,955,844								

MOTION:

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

ADJOURNMENT:

At 7:36 P.M., Commissioner Smith 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, April 4, 2022

7:32 P.M.

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

COMMISSIONERS ABSENT (EXCUSED):

Charles T. McDowell

MEETING CALLED TO ORDER:

At 7:32 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District II Board Meeting to order.

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

A. March 21, 2022 Columbus County Water and Sewer District II Board Meeting

MOTION:

Vice Chairman McMillian made a motion to approve the March 21, 2022 Columbus County Water and Sewer District II Board Meeting Minutes, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #20: WATER DISTRICT II – APPROVAL OF AGREEMENT WITH GREEN ENGINEERING:

Harold Nobles, Director, requested Board approval of an engineering design from Green Engineering, PLLC for a proposed Truck Stop on Midway Rd.



Green Engineering, PLLC 303 Goldstone 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.** 21-085
Address: 111 Washington Street
Whiteville, North Carolina 28472

Project Name: Water System Extension **Date Required:** _____
Union Valley Road
Truck Stop

Project Rep: _____ **Phone:** 910-640-6630
Project Location: Columbus County **Ordered By:** _____
Date Ordered: _____ **Order Taken By:** E. Leo Green

Narrative Description of Services:
Engineering Services related to Design Services for the Water System Extension on Union valley Road in Columbus County

ITEM	COMPONENT	*BASIS	TOTAL AMOUNT
1.	Preliminary Planning and Permitting	LS	3,500.00
2.	Design / Bid	LS	12,700.00
3.	Inspection	LS	18,000.00
4.	Administration	LS	4,000.00
*(H)Hourly \$ _____		*(LS)Lump Sum \$ <u>38,200.00</u>	*(O)Other \$ _____
Total Estimated Contract:		\$ <u>38,200.00</u>	

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, Jr. - Managing Member
 Print Name and Title

Attest: Penny B. Glover March 2, 2022
 Signature Date
Penny B. Glover - Notary
 Print Name and Title
 My Commission Expires: September 6, 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

MOTION:

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

AGENDA ITEM #21: WATER DISTRICTS II – APPROVAL OF CAPITAL IMPROVEMENT PLAN:

Harold Nobles, Director, requested Board approval of a Capital Improvement Plan.

COLUMBUS COUNTY												
CAPITAL IMPROVEMENT PLAN FY 2020-2031												
EXPENDITURES	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Totals
Project Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2020-2031
WD I, II, III, IV, V - Generators	\$0	\$299,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$299,600
WD I, II, III, IV, V - SCADA	\$0	\$262,357	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$262,357
WD I, II, III, V - Line Extensions	\$0	\$2,450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,450,000
WD I - Well Development - SC	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
WD I, II, III, IV, V - Strategic Plan	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
WD II - Helena Chemical / GP	\$0	\$660,983	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$660,983
WD II - Silverspoon/Brick City Rd	\$0	\$0	\$0	\$889,138	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$889,138
WD III - AIA System Assessment	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
WD II, III - Interconnect Project	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
WD II, III - Connection of Loops	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000
WD I, II, III, IV - Well Rehabs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000	\$0	\$0	\$0	\$55,000
WD I, II, III, IV, V - Alt Valve Ret	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$500,000
WD IV - Phase II (Eastern Area)	\$0	\$0	\$0	\$4,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,600,000
WD IV - Phase III (Western Area)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,250,000	\$0	\$8,250,000
WD IV - AMR Project	\$0	\$0	\$0	\$827,145	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$827,145
WD IV - AIA System Assessment	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
WD IV - Riegelwood Subdivision Distribution Replacement	\$0	\$0	\$1,943,245	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,943,245
WD IV - Lakeland Village Sub. Distribution Replacement	\$0	\$0	\$0	\$995,014	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$995,014
WD IV - Well for Eastern End	\$0	\$0	\$0	\$775,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$775,000
WD V - Old Dock Sewer Project	\$0	\$1,238,362	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,238,362
WD V - Guideway School Well	\$0	\$495,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$495,000
WD V - Well for Southern End	\$0	\$0	\$0	\$775,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$775,000
Totals	\$0	\$5,406,302	\$2,293,245	\$9,101,297	\$350,000	\$0	\$0	\$55,000	\$500,000	\$8,250,000	\$0	\$25,955,844

MOTION:

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

ADJOURNMENT:

At 7:36 P.M., Commissioner Smith 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, April 4, 2022

7:32 P.M.

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

COMMISSIONERS ABSENT (EXCUSED):

Charles T. McDowell

MEETING CALLED TO ORDER:

At 7:32 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District III Board Meeting to order.

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

A. March 21, 2022 Columbus County Water and Sewer District III Board Meeting

MOTION:

Vice Chairman McMillian made a motion to approve the March 21, 2022 Columbus County Water and Sewer District III Board Meeting Minutes, seconded by Commissioner Coleman. The motion unanimously passed.

AGENDA ITEM #21: WATER DISTRICT III – APPROVAL OF CAPITAL IMPROVEMENT PLAN:

Harold Nobles, Director, requested Board approval of a Capital Improvement Plan.

MOTION:

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

ADJOURNMENT:

At 7:36 P.M., Commissioner Smith 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, April 4, 2022

7:32 P.M.

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

COMMISSIONERS ABSENT (EXCUSED):

Charles T. McDowell

MEETING CALLED TO ORDER:

At 7:32 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District IV Board Meeting to order.

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

A. March 21, 2022 Columbus County Water and Sewer District IV Board Meeting

MOTION:

Vice Chairman McMillian made a motion to approve the March 21, 2022 Columbus County Water and Sewer District IV Board Meeting Minutes, seconded by Commissioner Coleman. The motion unanimously passed.

AGENDA ITEM #21: WATER DISTRICT IV – APPROVAL OF CAPITAL IMPROVEMENT PLAN:

Harold Nobles, Director, requested Board approval of a Capital Improvement Plan.

MOTION:

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

ADJOURNMENT:

At 7:36 P.M., Commissioner Smith 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, April 4, 2022

7:32 P.M.

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

COMMISSIONERS ABSENT (EXCUSED):

Charles T. McDowell

MEETING CALLED TO ORDER:

At 7:32 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 21, 2022 Columbus County Water and Sewer District V Board Meeting

MOTION:

Vice Chairman McMillian made a motion to approve the March 21, 2022 Columbus County Water and Sewer District V Board Meeting Minutes, seconded by Commissioner Coleman. The motion unanimously passed.

AGENDA ITEM #21: WATER DISTRICT V – APPROVAL OF CAPITAL IMPROVEMENT PLAN:

Harold Nobles, Director, requested Board approval of a Capital Improvement Plan.

MOTION:

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

ADJOURNMENT:

At 7:36 P.M., Commissioner Smith made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman