

COUNTY BOARD OF COMMISSIONERS
Monday, August 29, 2022
5:15 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**
 Giles E. Byrd
 Lavern Coleman
 Brent Watts
 Charles T. McDowell

APPOINTEES PRESENT:

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

APPOINTEES ABSENT (EXCUSED):

LaToya Williams, **Clerk to Board**

COMMISSIONERS ABSENT (EXCUSED):

Jerome McMillian, **Vice Chairman**
 Chris Smith

Agenda Item #1: MEETING CALLED to ORDER:

At 5:15 P.M., Chairman Ricky Bullard called the Monday, August 29, 2022 Columbus County Board of Commissioners Regular Session Meeting to order.

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

At 5:16 P.M., Commissioner Byrd made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S. § 143-318.11(A)(3) Attorney-Client privilege and (6) Personnel, seconded by Commissioner McDowell. The motion unanimously passed.

Agenda Item #2: CLOSED SESSION IN ACCORDANCE WITH N.C.G.S. § 143.318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE and (6) PERSONNEL:

No official action was taken.

ADJOURN CLOSED SESSION:

At 6:21 P.M., Commissioner McDowell made a motion to recess Closed Session, seconded by Commissioner Coleman. 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. Attorney Worley orally stated the following: "During Closed Session the Board discussed one personnel matter and one matter associated with pending litigation and a matter associated with potential litigation. No action was taken by the Board. That is the general account."

MOTION:

Commissioner Byrd made a motion to approve the general account as presented, seconded by Commissioner Watts. The motion unanimously passed.

MOTION:

Commissioner Watts made a motion to recess closed Session and resume Regular Session at 6:30 PM, seconded by Commissioner Byrd. The motion unanimously passed.

RECESS CLOSED SESSION and resume REGULAR SESSION:

6:30 P.M.

PUBLIC HEARING-

Antioch Farms Preliminary Subdivision Maps: The purpose of the public hearing is to receive oral and written comments from the public regarding the proposed preliminary subdivision maps for Antioch Farms.

PUBLIC HEARING OPENED:

At 6:30 P.M., Chairman Bullard called the Public Hearing to order and opened the floor for public comments.

No Comments were made.

PUBLIC HEARING CLOSED:

At 6:32 P.M., Commissioner McDowell made a motion to close the Public Hearing, seconded by Commissioner Coleman. The motion unanimously passed.

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

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

Agenda Item #6: BOARD MINUTES APPROVAL:

A. August 15, 2022 Regular Session

MOTION:

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

Agenda Item #7: APPROVAL OF AUGUST 29, 2022 AGENDA:

MOTION:

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

Agenda Item #8: PUBLIC INPUT:

Chairman Bullard opened the floor for Public Comment. No comments were made.

Agenda Item #9: PROCLAMATION – APPROVAL of PROCLAMATION CELEBRATING the WHITEVILLE MAJORS BASEBALL TEAM:

The Commissioners congratulated the Whiteville Majors Baseball Team on their accomplishments.

PROCLAMATION HONORING the WHITEVILLE MAJORS BASEBALL TEAM

WHEREAS, Dixie Youth Baseball seeks to promote the development of strong character, positive attitude, sense of responsibility and citizenship in youth using the game of baseball as a vehicle; **and**

WHEREAS, athletes, coaches, and parents dedicate hours of their time and energy for practice and travelling for events to improve and strengthen collective talents and ensure the team's success; **and**

WHEREAS, the **WHITEVILLE MAJORS BASEBALL TEAM** through their discipline, hard work, team spirit and genuine love for the game put forth amazing effort; **and**

WHEREAS, the **WHITEVILLE MAJORS BASEBALL TEAM** are the NC Dixie Youth Local District II Champions; the NC Dixie Youth Division 1 State Championship Runner-Ups; and the World Series Division Third Place Champions.

NOW, THEREFORE, BE IT RESOLVED, that the Columbus County Board of Commissioners would like to recognize and show appreciation to the following players and coaches for their achievements this year:

Players: Paxton Bass, Jaden Crawford, Brayden Davis, Evan DeValle, Tommie Harvery, Ja'Quan McKinnis, Luke McLean, Luke Merritt, Nathan Merritt, Sidney Miller, Jackson Stevens, and Briley Tedder. Player Ty'lae Rose helped the team secure the Local District Champions Title.

Head Coach/Manager: Byron Tedder

Assistant Coach: JoJo Merritt

Assistant Coach: Sid Miller

Adopted this the 29th day of August, 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, Clerk to Board

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

MOTION:

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

Agenda Item #10: PROCLAMATION – APPROVAL OF PROCLAMATIONS RECOGNIZING JACKSON COOK AND HUNTER CARTRETTE:

The Commissioners recognized Jackson Cook and Hunter Cartrette for their accomplishments.

PROCLAMATION RECOGNIZING NCHP TROOPER JACKSON COOK

WHEREAS, The North Carolina State Highway Patrol's primary mission is to reduce collisions, protect North Carolina's motoring public, and to make the highways of North Carolina as safe as possible; **and**

WHEREAS, North Carolina State Troopers endure weeks of rigorous physical and academic training in preparation to handle various situations; **and**

WHEREAS, the North Carolina State Highway Patrol has more than 1,600 troopers serving our communities with honor, courage, commitment, loyalty, integrity, and professionalism while covering nearly 80,000 miles of North Carolina roadways; **and**

WHEREAS, North Carolina Highway Patrol Officers stand as leaders in our community and proudly wear the badge to ensure our highways are safe in the face of danger; **and**

WHEREAS, on Wednesday, August 31st, 2022, Trooper Jackson Cook will begin his career as a North Carolina Highway Patrol Trooper.

NOW, THEREFORE, BE IT RESOLVED, this 29th day of August 2022, we the Columbus County Board of Commissioners, wish to recognize Trooper Cook for his dedication to public service as a Trooper with the North Carolina State Highway Patrol.

APPROVED and ADOPTED this the 29th day of August, 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, Clerk to Board

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

PROCLAMATION RECOGNIZING NCHP TROOPER HUNTER CARTRETTE

WHEREAS, The North Carolina State Highway Patrol's primary mission is to reduce collisions, protect North Carolina's motoring public, and to make the highways of North Carolina as safe as possible; **and**

WHEREAS, North Carolina State Troopers endure weeks of rigorous physical and academic training in preparation to handle various situations; **and**

WHEREAS, the North Carolina State Highway Patrol has more than 1,600 troopers serving our communities with honor, courage, commitment, loyalty, integrity, and professionalism while covering nearly 80,000 miles of North Carolina roadways; **and**

WHEREAS, North Carolina Highway Patrol Officers stand as leaders in our community and proudly wear the badge to ensure our highways are safe in the face of danger; **and**

WHEREAS, on Thursday, September 1st, 2022, Trooper Hunter Cartrette will begin his career as a North Carolina Highway Patrol Trooper.

NOW, THEREFORE, BE IT RESOLVED, this 29th day of August 2022, we the Columbus County Board of Commissioners, wish to recognize Trooper Cartrette for his dedication to public service as a Trooper with the North Carolina State Highway Patrol.

APPROVED and ADOPTED this the 29th day of August, 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, Clerk to Board

/s/ JEROME MCMILLIAN, Vice Chairman

/s/ GILES E. BYRD

/s/ BRENT WATTS

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

/s/ AMANDA B. PRINCE, Staff Attorney

MOTION:

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

Agenda Item #11: TRILLIUM UPDATE:

Dennis Williams, Southern Regional Director, presented the Trillium Health Resources annual update.

Agenda Item #12: LEGAL DEPARTMENT – APPROVAL of SETTLEMENT AGREEMENT with THRIVING, LLC:

Board Attorney Boyd Worley requested approval of the settlement agreement with Thriving, LLC.

Board Attorney Boyd Worley stated the following:

-Mr. Chairman if I may, not necessarily for the Board's edification but for the public writ large, due to the nature of litigation as it pertains to this particular issue, we were not legally able to provide a lot of amplifying information as this matter has progressed through the legal system and so I would like to provide a little background, if I may.

-If you recall, this particular matter began on or around April of 2021, when Thriving submitted a subdivision application for approval along with a preliminary plat for a farm located on Antioch Church Rd.

-Ultimately, this Board denied that subdivision plat and the request for that subdivision approval, on or around June 21, 2021.

-As a result, that set off litigation that was filed in August of 2021.

-Effectively, that litigation was a petition for what they call a writ of mandamus.

-A writ of mandamus is a term of art to effectively request a judiciary or a judge intercede in compelling a body politic to do the thing that they are required to do.

-That's the nature of the litigation and effectively that litigation pitted this Board or the County against those of Thriving LLC.

-The Board and the County's position is that the Board has the ability to ensure the health, safety and welfare of its community writ large.

-And, effectively, the Board's position in this was to see how far those rights that are garnered or delegated to us via the state legislature, where that endpoint was.

-Thriving's position was of course that they have submitted a plat and they felt that they had complied with the technical aspects with their subdivision and therefore it necessitated approval, to which we had denied.

-That's where the posture of the litigation was.

-I want to commend this Board for the bravery that they exude and the forthrightness that they put forward towards their constituency in enabling the admin and our legal department to be able to pursue every avenue, to be able to comply with your wishes, which was ultimately to ensure the health, safety and welfare of this community to the greatest extent possible.

-Fast forward to August 2, 2022, a necessary part of litigation is that the parties attend a mediation.

-Prior to attending that mediation, and I guess to dovetail a bit on the authority that you enabled the administration or legal department to pursue; it will make sense when I go through what those recitals are in this agreement, going through the discovery process, going through the litigation aspect that you had authorized our admin and legal department to pursue an eminent domain or a taking of a portion or sum of the Antioch Church Road property that was the subject of the litigation.

-One, in furtherance of the health, safety and welfare of the community, because we would be looking at a proposed subdivision that would have a large amount of individuals.

- You've enabled our legal department and the admin to go forward with that and it became a necessary aspect and a very critical aspect as it pertains to the mediation in this litigation.
- We went into the mediation and we were able to have a meeting of the minds, at least what Thriving was willing to agree to, subject to your approval.
- Understand that when this subdivision was first put forward they were requesting that approximately forty-eight lots be carved out for the purposes of construction of mobile homes.
- When we got into the mediation with the authority that you had given the admin and the legal department, the Thriving representatives have agreed to forgo putting forward mobile homes on the subject property, but instead to insert modular homes, with no mobile homes, subject to a Homeowner's Association to be governed at one point by Thriving LLC ownership and ultimately transferred over to the subdivision once they get to a certain amount of residents in that community.
- In exchange for that, we are to not pursue an eminent domain claim or a taking of the Antioch subdivision farms property for a period of twenty (20) years.
- Additionally, it was requested that we pay \$35,000.00 in attorney fees to that of Thriving, LLC.
- I would like to spend a little bit of time as it relates to the payment of attorneys' fees.
- I think I've indicated before, the purpose or where the parties were posited with the Board and the County's position that the health, safety and welfare is of integral importance.
- Thriving's position is that we have complied with every respect as it pertains to your old ordinances that were in effect at the time that the subdivision was put forward.
- In front of a judge, contingencies of proof and not knowing which way things would turn, in the event that this litigation were to go to a summary judgement hearing and this action would not be successful, meaning that Thriving would be eligible for summary judgement, meaning there is no issue of genuine material fact, meaning did they comply with ordinances, meaning necessitating approval by this Board.
- If the court had found that they complied in every respect and that although the Commissioners and the county are responsible for the health, safety and welfare of the community, the provisions in place with the old ordinances that allowed for an adjustment proceeding and allowing for a planning board, a court could see that they were to ensure that the health safety and welfare were complied with and not necessarily the Board.
- If this Board had been unsuccessful in that proceeding, the attorneys' fees could have been much in excess of \$35,000.00, that would be the first point.
- The second point, I think the Board really contemplated and dug down on what is the economic significance of having Thriving agree to building modular homes vice building mobile homes; and I believe that there has been some information provided by our tax department.
- Effectively, what our tax office found when we were doing an investigation is that upon the proposed 48 subdivision lots with mobile homes vice modular homes, if modular homes were built based off the tax revenue the county would be able to receive in 1 year, the estimated revenue being brought in, changing from mobile home to modular would exceed \$30,000, so effectively just having that one change alone would offset the attorneys' fees that would be paid.
- Upon payment of those attorneys' fees, upon approval of the preliminary plat, subject to the approval of this agreement, I believe that preliminary plat approval is on the agenda, subsequent to this agreement, the Thriving LLC parties will take a voluntary dismissal and this will resolve all claims as it relates to the issue.
- Gentlemen, that is the summation I have given, for your edification and also for the public.
- Are there any questions prior to the Board taking action?
- Commissioner McDowell** stated the following:
 - The only thing I would say is, maybe you could give the appraised value of the modular homes versus the mobile home so that the public could understand the difference in the value and that it would not affect their property values, since the modular home is much higher.
- Board Attorney Boyd Worley** stated the following:
 - I think that would dovetail off of the tax saving and revenue.
 - With the modular home there would be relatively no depreciation in the modular home, where there is certainly depreciation as it relates to a mobile home.
 - As far as the exact value of a home, it depends on the nature of that home being built, but effectively, modular homes are considered to be stick built homes and as a result of that, they maintain their value by depreciating less substantially over time, allowing this Board to achieve their end goal of attempting to ensure the health, safety and welfare of the community writ large.
 - Doing that within the confounds of this litigation, enabled our department and the admin to be able to perfect the best agreement we possibly could.
- Commissioner Byrd** stated the following:
 - Are you able to say anything about the limited floor footage they agreed to?
- Board Attorney Boyd Worley** stated the following:
 - In addition, I think I mentioned before that there is a homeowner's association that they had agreed to stipulate to, one of those stipulations that was truly a point of contention with this Board, and again because they were wanting to ensure the health, safety and welfare of our community, they wanted a minimum unit size.
 - So, you have a subdivision that has 48 lots, but on that lot what would be the size of the modular home to be built?

-I think the Board wanted me to impress upon and ensure that we were able to lock in a specified minimum unit size and they have agreed to a 1300 minimum unit size.

-My understanding, based off the discussions that we have, they envisioned a larger size but at least we've locked in a minimum size.

Commissioner Byrd stated the following:

-And also, would you want to say that they've agreed to put them all on slabs? So instead of worrying about them being underpinned, they will be on slabs.

Board Attorney Boyd Worley stated the following:

-Yes, sir, they will be on slabs.

-This is with all the input from the Commissioners.

-Part of the negotiations was to try and push and see how much we're able to ensure it resembles the continuity of the community of Antioch Church Road.

Commissioner Byrd stated the following:

-Mr. Chairman, before we vote on it, I think we need to point out the fact that, whatever happens here tonight, there are still many hurdles to travel through before it actually comes to reality.

-But this is where it has to start.

-I've known the land from just looking at it myself, there's some of that land that rose probably 10 feet from one side to the other and I think Mr. Gary may address that at a later time.

-But you know, if you're going to build it on a slab, you have to account for that water that's going to come from the high side, down to the natural drain.

-So, there may be some areas where they might have to do something different than a slab.

-On the south end, I've seen water in that field myself flooded and in the back corner, which they have recognized the wetland and they've made real large lots and put the homes up front.

-Still, there are a lot of hurdles to go through after tonight.

Board Attorney Boyd Worley stated the following:

-Mr. Chairman, if I might dovetail a little off of what Commissioner Byrd said.

-What we're doing, if the Board is so inclined to approve the settlement, the Board on another agenda item will take action on approving a preliminary plat.

-Upon approval of that preliminary plat and upon payment of the attorneys' fees, the opposing parties will take a voluntary dismissal and this resolves all claims but then it proceeds forward through a process associated with going through DOT and other oversight entities within in the state, then a final plat is put forward.

-Oftentimes there are certain corrections that have to be made.

-The agreement specifies that if there are any suggestions that the state or the other oversight committees put forward to ensure the health, safety and welfare the community, that this Board will also approve.

-So, if you had to caption it, this is the beginning of the end.

MOTION:

Commissioner McDowell made a motion to accept the settlement that's been negotiated, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #13: PLANNING – APPROVAL of PRELIMINARY SUBDIVISION MAPS for ANTIOCH FARM SUBDIVISION:

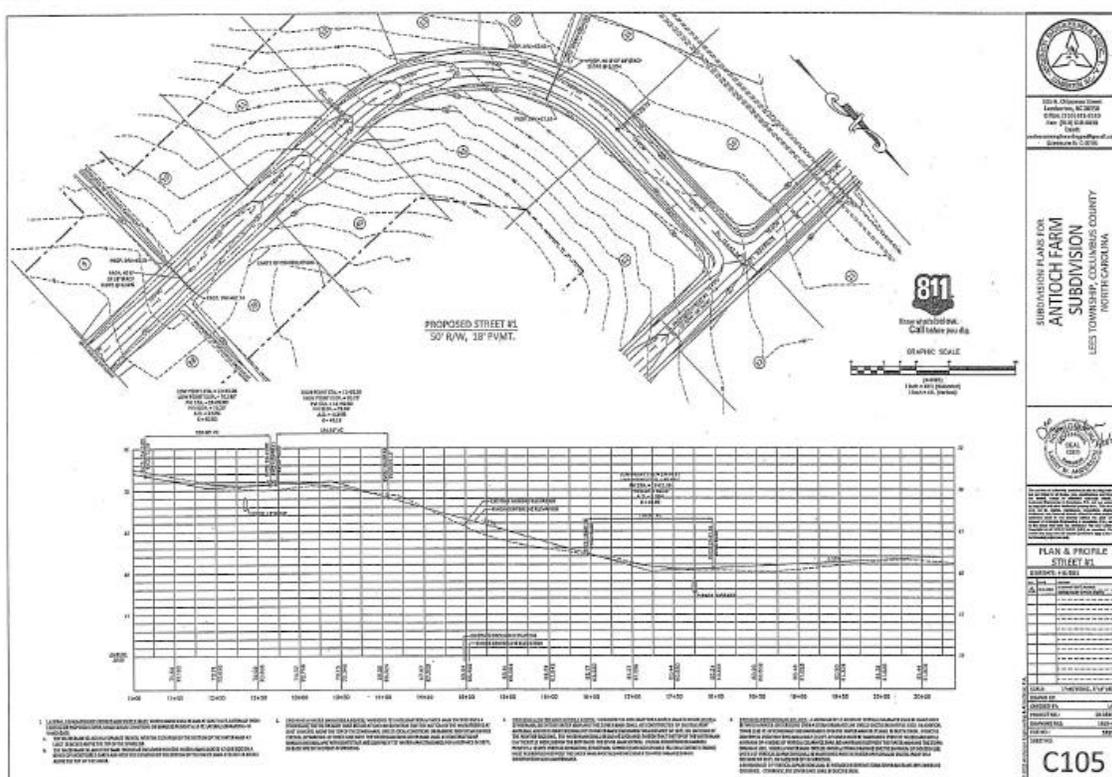
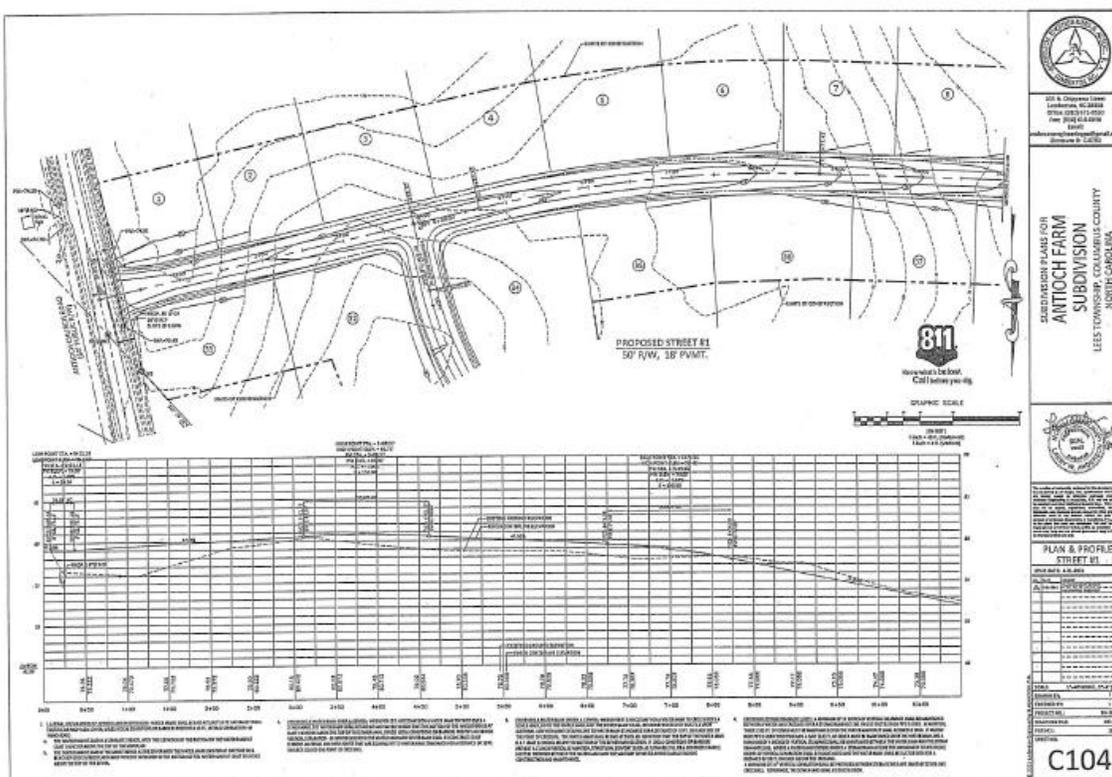
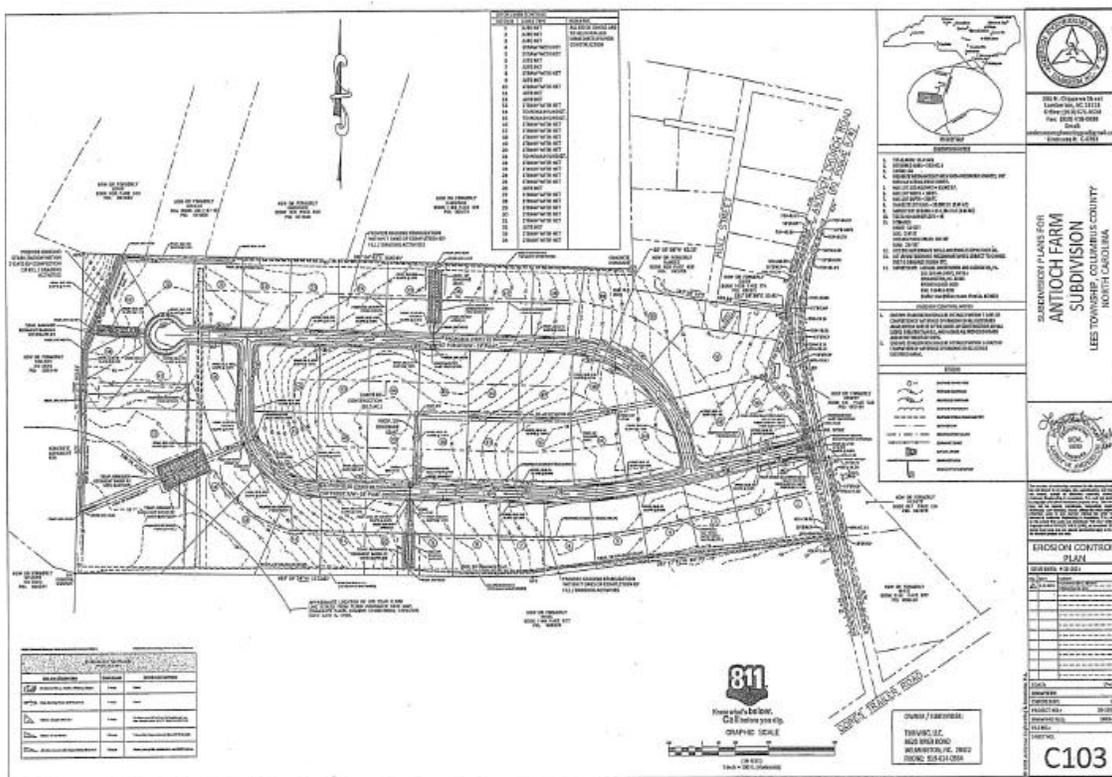
Dr. Gary Lanier requested Board approval.

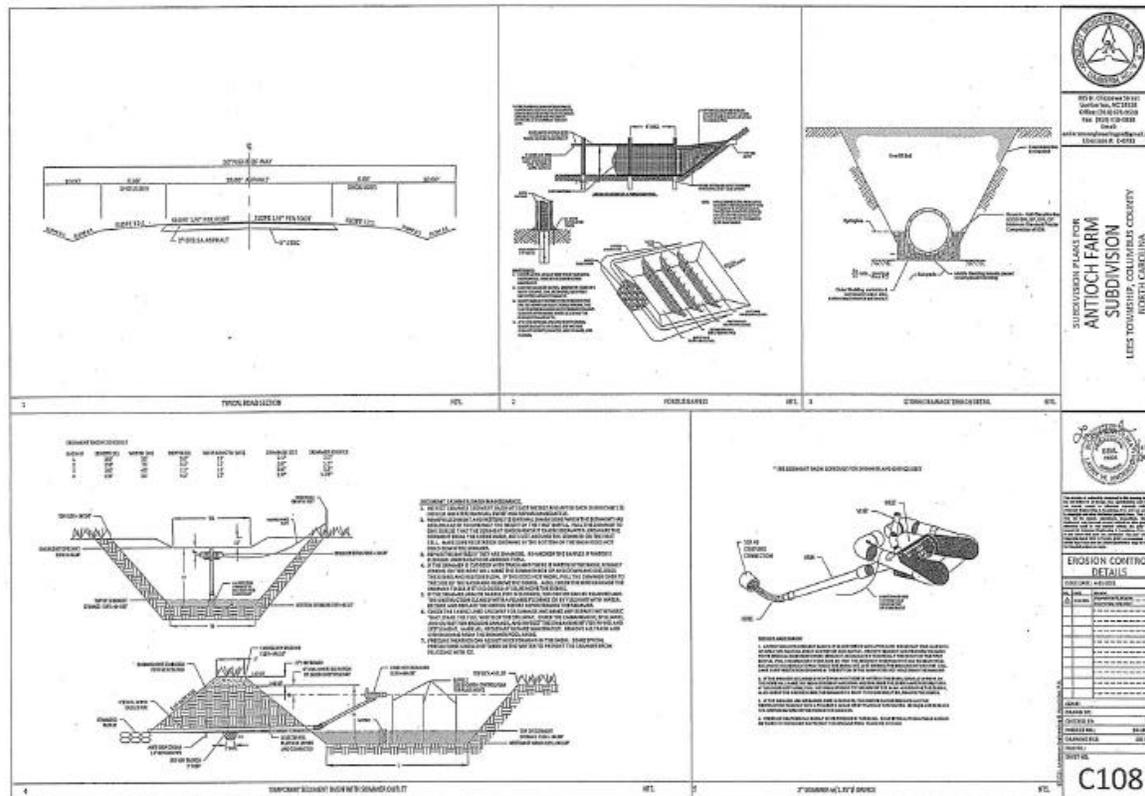
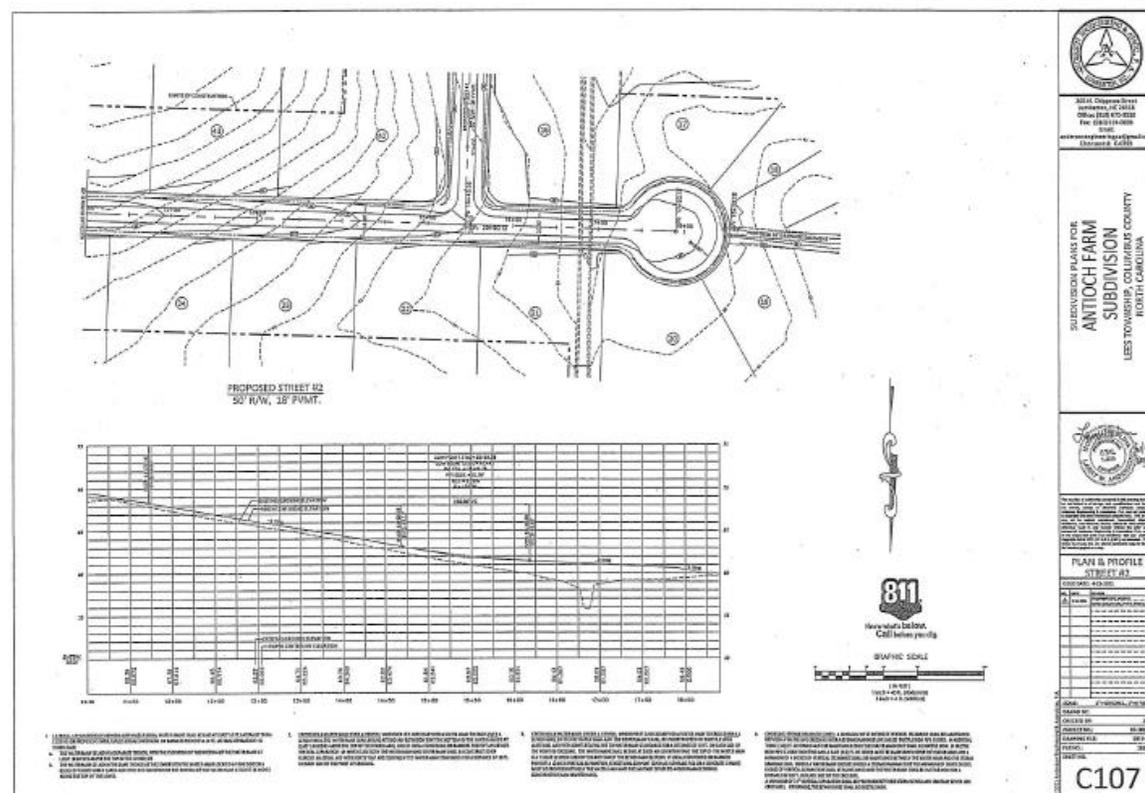
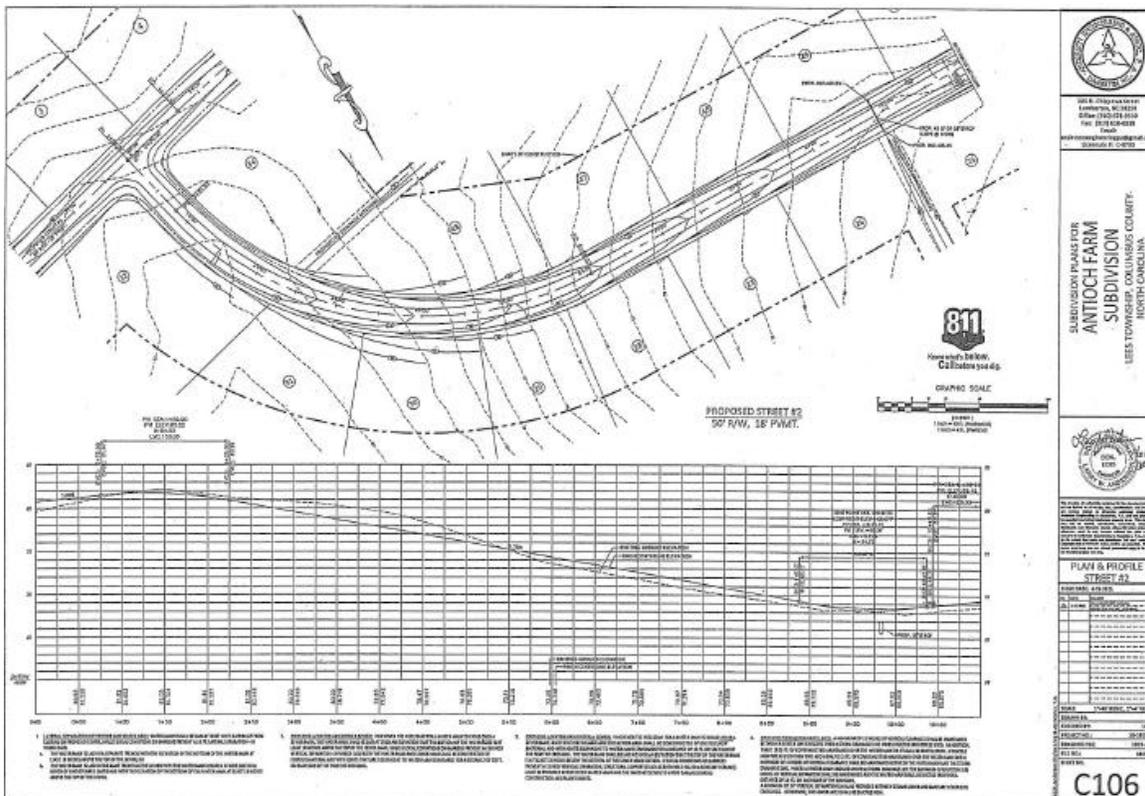
**SUBDIVISION PLANS FOR
ANTIOCH FARM
SUBDIVISION**

**LEES TOWNSHIP, COLUMBUS COUNTY
NORTH CAROLINA**

SHEET NO. /	DESCRIPTION
C000	COVER
C100	EXISTING CONDITIONS
C101	LOT LAYOUT
C102	STORM DRAINAGE PLAN
C103	EROSION CONTROL PLAN
C104	PLAN & PROFILE STREET #1
C105	PLAN & PROFILE STREET #2
C106	PLAN & PROFILE STREET #2
C107	PLAN & PROFILE STREET #2
C108	EROSION CONTROL DETAILS
C109	EROSION CONTROL DETAILS
C110	NCGD1 - GROUND STABILIZATION & MATERIALS HANDLING
C111	NCGD1 - SELF-INSPECTION, RECORD KEEPING & REPORTING

C000





(e) Property Lines:

- ___ Property lines and owners' names of abutting properties and/or abutting subdivisions of record.
- ___ Any and all access and utility easements located on or near property.

(f) Natural Features:

- ___ Significant natural features including marshes, lakes or streams, or other natural features affecting the site.

(g) Existing Features:

- ___ Existing features including structures and built-upon area and [county] [town] limit lines either on or adjacent to the land to be subdivided.

(h) Topographic Lines (if required by Administrator):

- ___ Topographic contour lines not to exceed ten (10) foot intervals when the area to be subdivided exceeds four (4) acres.

(i) Lot and Street Lines:

- ___ All proposed lot and street right-of-way lines with approximate area and dimensions, lot numbers and proposed use of land.
- ___ Typical street or road cross section, design and grade.
- ___ Appropriate certification from NCDOT District Engineer (depending on access to state road system Public or Private).

(j) Utility Systems:

- ___ Layout of all water, sanitary sewer, storm drainage facility including fire hydrants, blow-off valves, manholes, force mains, gate valves. Utility layout plans will be reviewed and approved by County Engineer.
- ___ Plans for individual well or on-site sewer disposal system if applicable.

(k) Drainage System:

- ___ Proposed drainage facilities, including approximate location and dimensions of open drainage-ways, storm sewers, culverts, retaining ponds, or areas where water is to be diverted through grading.
- ___ Location of flood hazard areas, floodway, and flood fringe areas from most recent FHMA, other FEMA Maps, County GIS Data, or other reliable data sources.
- ___ Water Supply Watershed Boundaries

(l) Certifications:

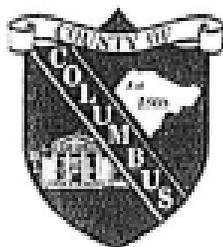
- ___ Proper Certifications on Plat. Owners or developers of property signatures.

(m) Site Data:

- ___ Total acreage in tract to be subdivided, smallest lot size (square feet) and total number of lots.

(n) The following documentation is to accompany the application:

- ___ Written evidence acknowledging the submission and approval of the required soil erosion and sedimentation control plan if more than 1 acre is disturbed.
- ___ Reference to any recorded deed restrictions or similar covenants.



COLUMBUS COUNTY, NORTH CAROLINA

Department of Planning

111 Washington Street

Whiteville, NC 28472

(910) 640-6600

APPLICATION FOR A SUBDIVISION APPROVAL

APRIL 21, 2021

Date of Application

On a separate sheet of paper, list the Deed Book and page number, the parcel size and the Tax Map and lot number for each parcel of land (if one parcel, list here). _____

Name of Owner/Applicant: THRIVING, LLC

Corporation Name/State: THRIVING, LLC

Mailing Address: 8620 RIVER ROAD

Street Address: 8620 RIVER ROAD

City, State and Zip: WILMINGTON, NC 28412

Telephone Number: 919.624.0564 Alternate: _____

Name of Proposed Subdivision: ANTIOCH FARM

Zoning Designation: GU

Watershed name: BEAVER DAM SWAMP

Critical Area: Y/ X

Type of Subdivision: _____ Family _____ Minor Major

Number of Parcels/Lots: 48 _____ Smallest Lot: 0.69 acres Largest Lot: 2.62 acres

I certify that the information shown above is true and accurate, and is in compliance with the conditions for a major subdivision of land as defined in the Columbus County Code of Ordinances.


 _____ (Seal)
 Owner/Attorney in Fact
 Member Manager
 for Thriving LLC.

MOTION:

Commissioner McDowell made a motion to approve the preliminary maps for the Antioch Farm Subdivision, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #14: APPROVAL of ARCHITECT SERVICES with SAWYER SHERWOOD ARCHITECTS for THE LAB:

Dr. Gary Lanier requested Board approval.

Exhibit A



August 22, 2022

Gary Lanier, Ed.D.
EDC & Planning Director
Columbus County Economic Development Commission
127 W. Webster St.
Whiteville, NC 28472

Re: Entrepreneurship Center

Dear Dr. Lanier,

This proposal follows the qualifications-based selection of our firm to provide design services for the renovations to 306 Madison St. for the new Entrepreneurship Center.

The RFQ dated June 3, 2022, information discussed during our tour of the building, and discussions that followed provide direction for the project, including:

- Overall goal is to make the interior of the building more modern and accommodate the needs of the "LAB" program while utilizing as much of the exiting construction as possible.
- Renovations to the first floor to accommodate Southeastern Community College's Entrepreneurship Department and potentially converting the drive through teller area to a coffee shop.
- Renovations to the second floor to accommodate multiple businesses.
- The third-floor sustained water damage during Hurricane Florence, remediation has been completed leaving the walls with a 2' cut and exposed studs, bare slab, and areas lacking ceiling tiles. This floor will be renovated for business use if funds allow.
- Project has had a roof replacement along with new roof top HVAC and elevator equipment.
- Project is to include removal of carpet, exposing and possibly removing any asbestos tile. Hazardous material survey and any removal of hazardous materials, including asbestos, will be done by the owner through companies specializing this type or work.
- Project budget is anticipated to be \$1,000,000.

Project is to begin with a programming phase resulting in a design narrative. This will involve input from all the end users.

Design Phase includes Schematic Design, Design Development, and Construction Documents. We will meet to review work completed and gain buy in following each phase.

Construction documents will provide the detailed plans and specifications suitable for competitive bidding of the construction. We will coordinate with Columbus County on any specific information or requirements they may have and include it in the front-end documents of the project manual for bidding.

Construction Phase includes Assisting the owner with Bidding, Permitting, and Construction Administration.

Once a construction contract has been awarded, the design team will provide construction-phase services including shop drawing review, project site visits, monthly job conferences, responses to questions, and review of applications for payment.

Design work will conform to North Carolina State Building Code. We will confer with authorities having jurisdiction as required to resolve issues related to the design elements.

Drawings will be prepared in CAD with record drawings being submitted upon completion of the project.

The design team will provide services in the following disciplines:

- Architecture
- Electrical Engineering
- Mechanical/Plumbing Engineering
- Structural Engineering (if required for modifications)

Any hazardous material surveys, testing and abatement will be done directly through the owner as we are not experts in this field. Having been involved with several projects requiring this service, we can provide a list of local companies suited for this project.

Based on the project size, scope, and complexity, a lump sum fee of \$105,398 is proposed.

Design Phase	35%	\$36,889
Construction Documents Phase	40%	\$42,160
Construction Administration Phase	25%	\$26,349

Thank you for selecting our firm for this project. We look forward to developing a relationship with Columbus County and earning your respect. As always, I am available to meet at your convenience. Please call or email me with any need.

Sincerely,



Doug Sherwood, AIA
Vice President

s2a3.com

124 Market Street, Wilmington, NC 28401

910.762-0892

Exhibit B

January 1, 2022

Hourly Billing Rates

Senior Principal Architect John R Sawyer	\$200
Principal Architect Douglas K Sherwood	\$175
Principal Designer Scott Spike	\$165
Staff Architect	\$155
Design Professional	\$105



Consultants' hourly rates will include a 10% mark up to account for coordination.

Reimbursable Expenses

Printing, express shipping, presentation boards, renderings are invoiced at the vendor invoice amount + 10%


AIA Document B104[®] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty-second day of August in the year two thousand twenty-two

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Columbus
127 West Webster Street
Whiteville, NC 28472

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

Sayer Sherwood & Associate P.C.
124 Market Street
Wilmington, NC 28403

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

The Columbus County Entrepreneurship Center
306 Madison Street
Whiteville, NC 28472

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Renovations to the former BB&T Main Branch Building now owned by Columbus County to house the new Entrepreneurship Center.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

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(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- | | | |
|----|------------------------|----------------|
| .1 | General Liability | \$1,000,000.00 |
| .2 | Automobile Liability | \$1,000,000.00 |
| .3 | Workers' Compensation | \$1,000,000.00 |
| .4 | Professional Liability | \$1,000,000.00 |

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall assist the owner in creating the program and review other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and

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issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include site evaluation and planning, environmental studies, civil engineering, landscape design, security, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, tenant related services, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

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§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

(Paragraph deleted)

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

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Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

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- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,

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dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:
None
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
\$1,000.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) \$105,398

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Negotiated Fee

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Negotiated Fee

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	thirty-five	percent (35	%)
Construction Documents Phase	forty	percent (40	%)
Construction Phase	twenty-five	percent (25	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Attachment

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User Notes:
Employee or Category Rate

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

one and one half % 1.5%

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: *(Include other terms and conditions applicable to this Agreement.)*

12.1 Governing Law. This Contract shall be governed and construed in accordance with the laws of the State of North Carolina. Parties shall comply with Federal, State, and local laws.

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

12.3 Parties are aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A – Proposal for Design Services dated August 22, 2022
Exhibit B – Hourly Rate Schedule

- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

C.O.I

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

OWNER (Signature)

(Printed name and title)

 8/22/22

ARCHITECT (Signature)
Douglas K. SherwoodAIA

(Printed name, title, and license number, if required)

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

Finance Officer Date

Approved as to form: _____
Date



SAWYAR1

OP ID: LA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GEORGE CHADWICK-INSURANCE 3301 WRIGHTSVILLE AVENUE WILMINGTON, NC 28403-4195 Mickey Southerland	910-762-2489	CONTACT NAME: Mickey Southerland, CIC, AAI PHONE (A/C, No, Ext): 910-762-2489 FAX (A/C, No): 910-763-8006 E-MAIL ADDRESS: msoutherland@chadwickinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: Continental Insurance Company 35289 INSURER C: Transportation Insurance Co. 20494 INSURER D: INSURER E: INSURER F:	
INSURED Sawyer Sherwood & Associate PC P O Box 176 Wilmington, NC 28402		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1035612487	11/09/2021	11/09/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1035612487	11/09/2021	11/09/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			2086698273	11/09/2021	11/09/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1035612473	11/09/2021	11/09/2022	EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER COUNCO1 County of Columbus 127 W Webster St Whiteville, NC 28472	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

MOTION:

Commissioner Watts made a motion to approve the contract for architectural services with Sawyer Sherwood & Associate Architecture for the LAB Entrepreneurship Center, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #15: SOCIAL SERVICES – APPROVAL of MEMORANDUM of UNDERSTANDING (MOU) BETWEEN DHHS and COLUMBUS COUNTY for 2022-2024:

Algernon McKenzie, Director, requested Board approval.

MEMORANDUM OF UNDERSTANDING

(FISCAL YEAR 2022-23 and 2023-24)

BETWEEN

**THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
COLUMBUS COUNTY**

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74,
an Act of the North Carolina General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Columbus County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2022, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Columbus County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties Parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The

County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the County enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of two years beginning July 1, 2022 and ending June 30, 2024.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in Attachment I or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in Attachment I or failure to meet the terms of this MOU, the process for performance improvement set forth in N.C. Gen. Stat. § 108A-74 will govern. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, public health emergency or other catastrophic natural event or act of God.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements:
 - a. I-A: Energy Programs
 - b. I-B: Work First
 - c. I-C: Food and Nutrition Services
 - d. I-D: Child Welfare – Foster Care
 - e. I-E: Adult Protective Services
 - f. I-F: Special Assistance
 - g. I-G: Child Support Services
- (4) Attachment II - Child Welfare - CFSR

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While "County" is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies.
- (2) "County director of social services" also means the human services director, whichever applies.
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further

definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the Parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary's Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the Parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Susan Osborne, Assistant Secretary NCDHHS 2417 Mail Services Center Raleigh, NC 27699-2001	Susan Osborne NCDHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: Susan.Osborne@dhhs.nc.gov

For Columbus County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Algernon W. McKenzie, Director Columbus County DSS PO, Box 397 Whiteville, N.C. 28472	Algernon W. McKenzie Columbus County DSS Phone: 910-641-3178 Email: almckenzie@columbusco.org
Edwin Madden, County Manger Columbus County Administration 127 West Webster Street, 3 rd Floor Whiteville, N.C. 28472	Edwin Madden Columbus County Administration Phone: 910-640-6630 Email: emadden@columbusco.org

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
 - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.

- v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
- b. Performance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.
 - iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
 - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.

- ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
 - iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. The County will ultimately work toward achievement of the Standard Measure for all performance requirements set forth in Attachments I and II.
- (2) The County shall comply with the following administrative responsibilities
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
 - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.

iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.

d. Communication:

- i. Respond and provide related action in a timely manner to all communications received from the Department.
- ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
- iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leaves of absence greater than two calendar weeks.

e. Inter-agency Cooperation:

- i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
- ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
- iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
- iv. Assist or operate mass shelter operations or other required disaster management responsibilities.

(3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the County have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services

programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the Parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2022 and shall continue in effect until June 30, 2024.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Columbus County:

BY: _____
Name

BY: _____
Name

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

MOTION:

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

Agenda Item #16: FACILITIES SERVICES – APPROVAL of the LOW BID from TK ELEVATOR for the MODERNIZATION of the ELEVATOR at the ADMINISTRATION BUILDING:

Stuart Carroll, Director, requested Board approval.

The present elevator located in the downtown B building is approximately 34 years old. New parts are not available and if parts can be refurbished, down-time is lengthy as we have already experienced. A modernization would increase durability and reliability, reducing energy and operational cost, as well as improving fire and life safety features. There are 2 components for the mod, one is from the elevator company and one is work by others.

TK Elevator	\$94,034.00	
Otis Elevator		\$94,315.00
By others	<u>\$22,250.00</u>	<u>\$22,250.00</u>
Total	\$116,284.00	\$116,565.00

Note: Work by others include electrical, HVAC, and fire system pertaining to elevator upgrades/specs. Lead time is 18-20 weeks.

MOTION:

Commissioner Coleman made a motion to approve the low bid from TK Elevator, seconded by Commissioner McDowell. The motion unanimously passed.

Agenda Item #17: REGISTER of DEEDS – APPROVAL of the PROPOSAL from KOFILE for the RESTORATION of MARRIAGE RECORDS and BUDGET AMENDMENT for THESE SERVICES and the PURCHASE of a NEW HANGING FILE CABINET:

Kandance Bullock, Registrar, requested Board approval.

Thank you for allowing me to come and present my project for your approval.

I'm requesting a restoration project for Marriage Records dating from 1898 to 1970. The marriage license are currently folded and house in a file cabinet. Over time they have become more brittle and worn. Due to the age and condition I would like to restore the license.

This project will include the process of removing and neutralizing the acids in the paper. They will mend and repair any tears or rips. The license will be encapsulated in a polyester film and then put into permanent record loos-leaf binders. Once this process is complete the records will last for centuries to come. After completing the project the public will have casier access to the records. At this time, if the public request to see one of these marriage license we go and pull the record for them. We do not allow the public to access them their selves because of the condition that they are housed.

I had contacted Kofile (a restoration company located in Greensboro, NC) and was given a proposal for \$138,475.00.

The money for this project will be coming from the Automation Enhancement Preservation Fund. This fund was created in 2001 in House Bill 1073. The fund requires that 10% for the fees collected by the Register of Deeds office and retained by the county “shall be set aside annually and placed in a nonreverting Automation Enhancement and Preservation Fund.” The proceeds of which shall be expended on computer or imaging technology and needs associated with the preservation and storage of public records in the office of the Register of Deeds. As well as Register of Deeds Grant Program which was appropriated by the Appropriations Act of 2021.

Kofile

July 29, 2022

Columbus County
Hon. Kandance H. Bullock, Register of Deeds
P.O. Box 1086
Whiteville, NC 28472

Dear Ms. Bullock,

Please find enclosed the results of my recent survey of your records with reference to conservation treatment.

Our recommendations for the conservation of your records include deacidification, adhesive removal and reinforcement of paper as necessary (with repair or replacement of index tabs where indicated) resewing, rebinding or archival grade polyester encapsulation, as appropriate. The deacidification process, which halts the inevitable self-destruction of acidic paper, should be considered whenever conservation or even long-term storage of unique records is evaluated.

Kofile Preservation has specialized in the deacidification (chemical treatment) and repair of public records since 1974. During this time, we have performed conservation services for over 3000 municipal and county records management facilities.

Deacidification will be performed after careful testing of paper and inks. Aqueous or non-aqueous deacidification methods will be determined by the conservation lab professionals. All pressure sensitive adhesive materials are removed. Mending is done using Japanese tissue and reversible adhesives. Books are re sewn with linen thread and bound in leather or other cover material of choice using acid-free materials and easily reversible adhesives. Where appropriate, archival grade polyester envelope encapsulation with placement of materials into custom post binders replaces rebinding.

Please contact us at 804-564-1231 with any questions or comments or to arrange transportation of your documents.

Sincerely



Greg Brooks

Conservation Proposal

July 29, 2022

Columbus Marriages 1898-1912	\$36,054.00
Columbus Marriages 1913-1923	\$33,512.00
Columbus Marriages 1924-1947	\$34,662.00
Columbus Marriages 1948-1970	\$34,247.00
TOTAL	\$138,475.00

Documents are triple folded and in poor condition with extensive chipping and cracking noted. Paper tested acidic and exhibits considerable embrittlement. Paper is particularly weak at the folds and will require stabilization and mending. Repairs with pressure sensitive tape noted throughout the collection.

Treatment: Paper and inks to be tested prior to treatment. All tape and previous mends to be removed to the extent possible without causing damage to paper, text and inks. Paper deacidified. All major chips and tears to be mended with Japanese tissue. Documents to be placed back-to-back in envelopes of 2 or 3 mil archival grade polyester with infrared welded seams, (three-sided seal). Envelopes to be placed into black county recorder post binders.

DETAILED SPECIFICATIONS:**(PRV) Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind**

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a micro spatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials. Sheets are mended with either Japanese tissue and methyl cellulose adhesive or Filmoplast R® (an acrylic-based, heat set tissue). Japanese paper used is often Kozo paper, in both natural and white finish because of its strength and transparent nature after application.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than ± .5.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the “book block” dimensions, with a 1-1/4” binding margin.
- Re-bind in custom-fitted and stamped DSB or archival quality binder (a Kofile Recorder binder). Each



World's Best Large Document Storage Solution

Easi File

2500 East Miraloma Way

Anaheim, CA 92806 USA

QUOTE

Date	Quote No.
5/6/2022	3220

Quote To:
Columbus County Register of Deeds 125 Washington Street, Suite B Whiteville, NC 28472

Ship To:
Columbus County Register of Deeds Attn: Kandy Bullock, (910) 640-6625 125 Washington Street, Suite B Whiteville, NC 28472

Terms:		Rep:	Account #	F.O.B.:		Ship Via:	
Net 30 Days		DI.		ORIGIN		FEDEX PPD	
Part Number	Color	Description		Qty	U/M	Price	Total
EF050-SB	SAND BEIGE	EASI FILE (MAX DWG 24X41)		1	Each	2,695.00	2,695.00
EFH24		EASI FILE HANGER - 24"		1	Pkg/100	84.00	84.00
EFHA36		HANGER APPLICATOR - 36"		1	Each	150.00	150.00
*INTRO DISC...		New Customer Introductory Discount: 1 Free Hanger Applicator				-150.00	-150.00
FREIGHT LIFTGATE INSIDE DELIV...		DOCK TO DOCK LIFTGATE SERVICE INSIDE DELIVERY SERVICE				365.45 59.49 56.05	365.45 59.49 56.05
Please sign and email or fax back to us when you are ready to place your order. Quotes are honored for 90 Days.				Subtotal		USD 3,259.99	
SIGNATURE				Sales Tax (0.0%)		USD 0.00	
				Total		USD 3,259.99	
Phone #	Fax #	E-mail		Web Site			
(949) 855-4121	(949) 380-0561	info@easifile.com		www.easifile.com			

MOTION:

Commissioner Byrd made a motion to approve the proposal for restoration of marriage records and the budget amendment, seconded by Commissioner McDowell. The motion unanimously passed.

Agenda Item #18: FINANCE – APPROVAL of AGING DEPARTMENT CAPITAL PROJECT ORDINANCE and HEALTH DEPARTMENT COVID-19 BUDGET AMENDMENT:

Melanie Hester, Interim Finance Director, requested Board approval.

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making appropriations to the Department of Aging
American Rescue Plan Act Capital Project Fund
for the Fiscal Year beginning July 1, 2022

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

Section 1: The following amounts are hereby made to the Department of Aging American Rescue Plan Act Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2022.

Source of Revenue

23-3587-432003 Aging ARPA	\$ <u>311,179</u>
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Total Estimated Revenues – Aging ARPA	\$ <u>311,179</u>
---------------------------------------	-------------------

Project Appropriations

23-9977-512100 Salaries and Wages	\$ 68,500
23-9977-518100 FICA	\$ 5,240
23-9977-518200 Retirement	\$ 7,836
23-9977-518300 Insurance	\$ 8,463
23-9977-519001 Contracted Services	\$ <u>221,140</u>

Total Project Appropriations – Aging ARPA	\$ <u>331,179</u>
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Description: American Rescue Plan Act (ARPA) funding to expand services to older Americans who need services and to reduce the negative impacts of COVID-19. Grant is to be expended between July 1, 2022 and June 30, 2024.

Section 2: The project undertaken pursuant to this ordinance is in accordance with the Recommended Budget and any changes made during the County Commissioners' budget work sessions.

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

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

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

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

prior to the date hereof.

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

Section 8: This project ordinance shall be entered in the minutes of the Board of Commissioners of Columbus County. Within five days hereof, copies of this ordinance shall be filed with the finance office in Columbus County, and with the Clerk to the Board of Commissioners of Columbus County. Copies of the Capital Project Ordinance shall be made available to the Budget Officer, the Project Manager, and the Finance Officer for direction in carrying out this project.

This Capital Project shall become effective on August 29, 2022.
 ADOPTED, this 29th day of August, 2022

Ricky Bullard, Chairman
 Columbus County Board of Commissioners

Clerk to the Board

Columbus County, North Carolina

BUDGET AMENDMENT FY 22/23

Name of Department: Health Department

Agency Head Signature: *Hamberly Smith 081522*

Date Prepare / Submitted to Admin: August 15, 2022 Date Received in Admin:

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
17	4213	512100	Covid Salaries	\$100,000
17	4213	512250	Covid Overtime	\$1,000
17	4213	512700	Covid Longevity	\$2,000
17	4213	518100	Covid FICA	\$2,000
17	4213	518200	Covid Retirement	\$3,000
17	4213	518301	Covid Insurance	\$5,000
17	4213	518910	Covid Christmas Bonus	\$500
17	4213	519001	Covid Contracted Services	\$20,000
17	4213	526001	Covid Departmental Supplies	\$86,680
17	4213	532101	Covid Postage	\$3,000
			Total Net Expense	\$223,180

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
17	3581	430172	Covid Funding	\$223,180
			Total Net Revenue	\$223,180

This budget revision has been approved by the Columbus County Finance Office:

This budget revision has been approved by the Columbus County County Manager:

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

Signature _____ Date _____

Explanation of Increase or Decrease: _____

MOTION:

Commissioner McDowell made a motion to approve the capital project ordinance and the budget amendment, seconded by Commissioner Byrd. The motion unanimously passed.

Agenda Item #19: SHERIFF'S DEPARTMENT – APPROVAL OF BUDGET AMENDMENT:

Sheriff Jody Greene requested Board approval.

BUDGET AMENDMENT

Name of Department: FY 22-23

Agency Head Signature:

Date Prepare / Submitted to Admin: Date Received in Admin:

EXPENDITURE

Fund	Budget Code Dept	Category	Classification Line Item	Requested Increase or (Decrease)
10	4310	550000	Capital Outlay	\$22,500.00
Total Net Exp				\$22,500.00

REVENUE

Fund	Budget Code Dept	Category	Classification Line Item	Requested Increase or (Decrease)
10	3991	499101	Fund Balance	(\$22,500.00)
Total Net Rev				(\$22,500.00)

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

Signature

Date

Explanation of Increase or Decrease:

Transfer funds received from sale of Columbus County Sheriffs Office fleet vehicles at auction held 8-10-22

MOTION:

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

Agenda Item #20: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS:

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

Zone I: Jerome McMillian
Zone II: Chris Smith
Zone III: Giles E. Byrd
Zone IV: Lavern Coleman

Zone V: Brent Watts
Zone VI: Ricky Bullard
Zone VII: Charles T. McDowell

COMMITTEE	ZONE/EB	PERSON(S)	EXP. DATE	BOARD ACTION
Whiteville City Planning- Zoning Board and Board of Adjustment	EB	Freddie Edwards M=McDowell S=Byrd	8/1/2022	Reappoint
	EB	Vacant (ETJ) M=Coleman S=Watts	8/1/2022	Dr. Marc Whichard
	EB	Vacant (ETJ)	8/1/2022	Hold

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

At 7:43 P.M., Commissioner McDowell made a motion to recess Regular Session and enter into a **combination meeting** of Columbus County Water and Sewer District I, II, III, IV, and V Board Meeting, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item # 21: WATER and SEWER DISTRICT IV – APPROVAL of CAPITAL PROJECT ORDINANCE for the PROPOSED WD IV USDA RURAL DEVELOPMENT PROJECT:

Melanie Hester, Interim Finance Director, requested Board approval.

**Water and Sewer District IV
 USDA Rural Development Waterline Extension Project
 CAPITAL PROJECT ORDINANCE
 August 29, 2022**

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

- SECTION 1.** The project authorized is the Water District IV USDA Rural Development Project.
- SECTION 2.** The project director is hereby authorized to proceed with the project.
- SECTION 3.** The project will be executed during Fiscal Years 2022/2023 and 2023/2024.
- SECTION 4.** The following Revenues will be available to the County to complete the project:

ACCOUNT NUMBER	TITLE	AMOUNT
52-3719-438920	WD IV Fund Balance Appropriation (will be reimbursed once funding award is made)	\$1,113,003
Total Revenues		\$1,113,003

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

ACCOUNT NUMBER	TITLE	AMOUNT
52-7114-519067	PER	\$40,000
52-7114-519066	EA	\$40,000
52-7114-519927	Design of System	\$645,000
52-7114-519044	Well Site/Easement Surveys	\$90,000
52-7114-548002	Project Administration	\$59,981
52-7114-548025	Construction Inspection	\$238,022
52-7114-	Construction Contract	TBD
52-7114-	Project Contingency	TBD
Total Expenditures		\$1,113,003

SECTION 6: Copies of this Capital Project Ordinance shall be made available to the Project Manager and the Finance Officer.

ADOPTED this the 29th day of August, 2022.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

ATTESTED BY:

RICKY BULLARD, Chairman

LaToya Williams, Clerk

MOTION:

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

Agenda Item # 22: WATER and SEWER DISTRICT III – APPROVAL of RESOLUTION for the LOCAL WATER SUPPLY PLAN:

Harold Nobles, Director, requested Board approval.

Columbus County
PUBLIC UTILITIES

Telephone
910-642-2828



Fax
910-642-1041

RESOLUTION FOR APPROVAL OF LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for **Columbus County Water & Sewer District III**, has been developed and submitted to the **Columbus County Board of Commissioners** for approval; and

WHEREAS, the **Columbus County Board of Commissioners** finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for **Columbus County Water & Sewer District III**, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED, by the **Columbus County Board of Commissioners** of **Columbus County Water & Sewer District III** that the Local Water Supply Plan entitled, **2021 LWSP for Columbus County Water & Sewer District III**, dated **June 22, 2021**, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED, that the **Columbus County Board of Commissioners** intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 29th day of August, 2022.

Name: Ricky Bullard

Title: Chairman of Columbus County Board of Commissioners

Signature: _____

ATTEST:

Name: Amanda B. Prince

Title: Staff Attorney

Signature: _____

Columbus Co WSD III

2021 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Columbus Co WSD III	PWSID:	70-24-012	Complete
Mailing Address:	205 Lee Avenue Whiteville, NC 28472	Ownership:	County	
Contact Person:	Harold Nobles	Title:	Public Utilities Director	
Phone:	910-642-2828	Cell/Mobile:	--	
Secondary Contact:	Amanda Davis	Phone:	910-642-2828	
Mailing Address:	205 Lee Avenue Whiteville, NC 28472	Cell/Mobile:	--	

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Ductile Iron	6-12	2.00 %
Polyvinyl Chloride	2-12	98.00 %

What are the estimated total miles of distribution system lines? **87 Miles**

How many feet of distribution lines were replaced during 2021? **0 Feet**

How many feet of new water mains were added during 2021? **0 Feet**

How many meters were replaced in 2021? **1,162**

How old are the oldest meters in this system? **0 Year(s)**

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **0**

What is this system's finished water storage capacity? **0.2500 Million Gallons**

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

Programs

Does this system have a program to work or flush hydrants? **Yes, Monthly**

Does this system have a valve exercise program? **Yes, Annually**

Does this system have a cross-connection program? **Yes**

Does this system have a program to replace meters? **Yes**

Does this system have a plumbing retrofit program? **No**

Does this system have an active water conservation public education program? **Yes**

Does this system have a leak detection program? **Yes**

Water Conservation

What type of rate structure is used? **Increasing Block**

How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**

Does this system have an interconnection with another system capable of providing water in an emergency? **Yes**

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Waccamaw River (09-3)	100 %	Columbus	100 %

What was the year-round population served in 2021? **2,615**

Has this system acquired another system since last report? **No**

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	1,121	0.1517	0	0.0000
Commercial	22	0.0041	0	0.0000
Industrial	0	0.0000	0	0.0000
Institutional	19	0.0032	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.0070 MGD**

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)	Average Daily Use (MGD)	Max Day Use (MGD)	Average Daily Use (MGD)	Max Day Use (MGD)
Jan	0.1497		May	0.1857	Sep	0.1718
Feb	0.1917		Jun	0.1703	Oct	0.1643
Mar	0.1645		Jul	0.1841	Nov	0.1743
Apr	0.1806		Aug	0.1711	Dec	0.1864



Ground Water Sources

Name or Number	Average Daily Withdrawal (MGD)	Max Day Withdrawal (MGD)	12-Hour Supply (MGD)	CUA Reduction	Year Offline	Use Type
Well 1 -Page Road	0.0888 MGD	365 Days Used	0.3240			Regular
Well 2 - Silverspoon Rd	0.0854 MGD	365 Days Used	0.3240			Regular

Ground Water Sources (continued)

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Name or Number	Well Depth (Feet)	Casing Depth (Feet)	Screen Depth (Feet)		Well Diameter (Inches)	Pump Intake Depth (Feet)	Metered?
			Top	Bottom			
Well 1 -Page Road	340	340	202	330	16	150	Yes
Well 2 - Silverspoon Rd	120	120	80	120	8	100	Yes

Are ground water levels monitored? Yes, Monthly

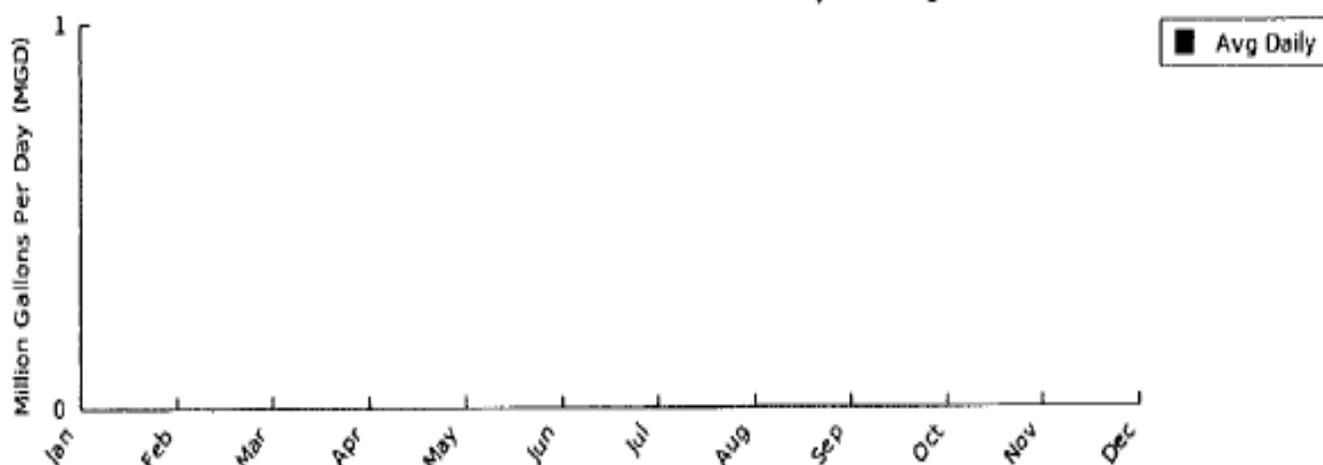
Does this system have a wellhead protection program? Yes

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.0000	May	0.0000	Sep	0.0000
Feb	0.0000	Jun	0.0000	Oct	0.0000
Mar	0.0000	Jul	0.0000	Nov	0.0000
Apr	0.0000	Aug	0.0000	Dec	0.0000

Columbus Co WSD III's 2021 Monthly Discharges



How many sewer connections does this system have? 0

How many water service connections with septic systems does this system have? 1,162

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

5. Planning

Projections:

	2021	2030	2040	2050	2060	2070
Year-Round Population	2,615	2,668	2,735	2,797	2,861	2,918
Seasonal Population	0	0	0	0	0	0
Residential	0.1517	0.1445	0.1481	0.1514	0.1548	0.1583
Commercial	0.0041	0.0042	0.0043	0.0044	0.0045	0.0046

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DWR :: Local Water Supply Planning

Industrial	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Institutional	0.0032	0.0033	0.0033	0.0034	0.0035	0.0036
System Process	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070
Unaccounted-for	0.0082	0.0184	0.0189	0.0193	0.0197	0.0201

Demand by Year (Million Gallons)

	2021	2030	2040	2050	2060	2070
Surface Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Ground Water Supply	0.6480	0.6480	0.6480	0.6480	0.6480	0.6480
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	0.6480	0.6480	0.6480	0.6480	0.6480	0.6480
Service Area Demand	0.1742	0.1774	0.1816	0.1855	0.1895	0.1936
Sales	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	0.1742	0.1774	0.1816	0.1855	0.1895	0.1936
Demand as Percent of Supply	27%	27%	28%	29%	29%	30%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 58 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. **No Changes**

Are there other demand management practices you will implement to reduce your future supply needs? **No Changes**

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? **No Changes**

How does the water system intend to implement the demand management and supply planning components above? **No Changes**

Additional Information:

Has this system participated in regional water supply or water use planning? **No**

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

MOTION:

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

Agenda Item #23: WATER and SEWER DISTRICT IV – APPROVAL of the RESOLUTION for the LOCAL WATER SUPPLY PLAN.

Harold Nobles, Director, requested Board approval.

Columbus County
PUBLIC UTILITIES

Telephone
910-642-2828



Fax
910-642-1041

RESOLUTION FOR APPROVAL OF LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for **Columbus County Water & Sewer District IV**, has been developed and submitted to the **Columbus County Board of Commissioners** for approval; and

WHEREAS, the **Columbus County Board of Commissioners** finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for **Columbus County Water & Sewer District IV**, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED, by the **Columbus County Board of Commissioners** of **Columbus County Water & Sewer District IV** that the Local Water Supply Plan entitled, **2021 LWSP for Columbus County Water & Sewer District IV**, dated **June 22, 2021**, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED, that the **Columbus County Board of Commissioners** intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 29th day of August, 2022.

Name: Ricky Bullard
Title: Chairman of Columbus County Board of Commissioners
Signature: _____

ATTEST: Name: Amanda B. Prince
Title: Staff Attorney
Signature: _____

Columbus Co WSD IV

2021 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Columbus Co WSD IV	PWSID:	70-24-013	Complete
Mailing Address:	205 Lee Avenue Whiteville, NC 28472	Ownership:	County	
Contact Person:	Harold Nobles	Title:	Public Utilities Director	
Phone:	910-642-2828	Cell/Mobile:	--	
Secondary Contact:	Amanda Davis	Phone:	910-642-2828	
Mailing Address:	205 Lee Avenue Whiteville, NC 28472	Cell/Mobile:	--	

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Ductile Iron	4-16	3.20 %
Polyvinyl Chloride	2-16	96.80 %

What are the estimated total miles of distribution system lines? **35 Miles**

How many feet of distribution lines were replaced during 2021? **0 Feet**

How many feet of new water mains were added during 2021? **0 Feet**

How many meters were replaced in 2021? **10**

How old are the oldest meters in this system? **10 Year(s)**

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **0**

What is this system's finished water storage capacity? **0.5000 Million Gallons**

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

Programs

Does this system have a program to work or flush hydrants? **Yes, Monthly**

Does this system have a valve exercise program? **Yes, Annually**

Does this system have a cross-connection program? **Yes**

Does this system have a program to replace meters? **Yes**

Does this system have a plumbing retrofit program? **No**

Does this system have an active water conservation public education program? **Yes**

Does this system have a leak detection program? **Yes**

Water Conservation

What type of rate structure is used? **Increasing Block**

How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**

Does this system have an interconnection with another system capable of providing water in an emergency? **Yes**

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Lumber River (09-1)	100 %	Columbus	100 %

What was the year-round population served in 2021? **2,173**

Has this system acquired another system since last report? **No**

Service Property

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	1,072	0.1240	0	0.0000
Commercial	42	0.0086	0	0.0000
Industrial	5	0.1317	0	0.0000
Institutional	21	0.0039	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.0375 MGD**

Industrial use of 3.911 mgd is an estimate provided by West-Fraser. A new meter should be installed for next submitting of LWSP-2022. Riegewood S/D has numerous leaks and is currently seeking grants to replace lines. To maintain water quality in District 4, hydrant flushing is typically daily.

3. Water Supply Sources

Unaccounted for Water

	Average Daily Use (MGD)	Max Day Use (MGD)	Average Daily Use (MGD)	Max Day Use (MGD)	Average Daily Use (MGD)	Max Day Use (MGD)
Jan	0.3947		May	0.3109	Sep	0.4332
Feb	0.4369		Jun	0.4052	Oct	0.3743
Mar	0.4325		Jul	0.3938	Nov	0.5136
Apr	0.3867		Aug	0.3784	Dec	0.3741

The first quarter of all wells were estimated by averaging the months where adequate data was given. This could contribute to the unaccounted water. In addition, there are 6 volunteer fire departments with unaccounted water use for fire fighting and/or training.

5

Unaccounted for Water

Name or Number	Average Daily Withdrawal (MGD)	Max Day Withdrawal (MGD)	12-Hour Supply (MGD)	CUA Reduction	Year Offline	Use Type
Lakeland	0.0092	365	0.0360			Regular

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DWR :: Local Water Supply Planning

well 1

Lakeland Well-3	0.0329	365		0.2000	Regular
Well 1-Old Lake Rd	0.1314	365		0.2050	Regular
Well 2-Sandman Lane	0.2293	365		0.1800	Regular

Ground Water Sources (continued)

Name or Number	Well Depth (Feet)	Casing Depth (Feet)	Screen Depth (Feet)		Well Diameter (Inches)	Pump Intake Depth (Feet)	Metered?
			Top	Bottom			
Lakeland well 1							Yes
Lakeland Well-3							Yes
Well 1-Old Lake Rd	265	60	195	255	8	180	Yes
Well 2-Sandman Lane	258	58	188	248	8	185	Yes

Are ground water levels monitored? **Yes, As Needed**

Does this system have a wellhead protection program? **Yes**

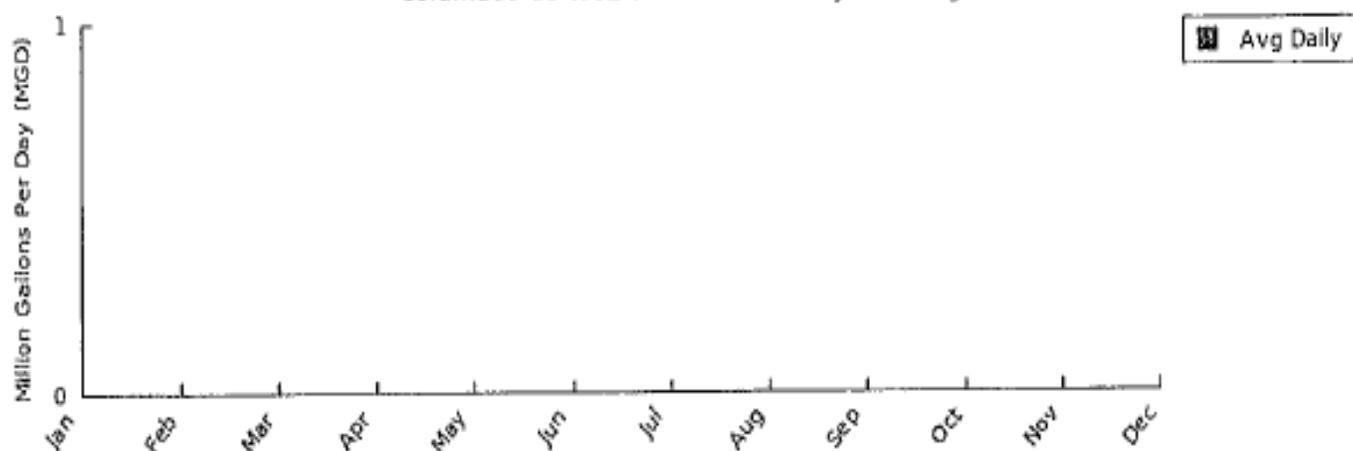
Lakeland wells were added. The 12 hour values for wells are estimated based on the ratio of their yields to the yield of Well #1, Old Lake Rd.

4. Wastewater Information

Monthly Discharges:

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.0000	May	0.0000	Sep	0.0000
Feb	0.0000	Jun	0.0000	Oct	0.0000
Mar	0.0000	Jul	0.0000	Nov	0.0000
Apr	0.0000	Aug	0.0000	Dec	0.0000

Columbus Co WSD IV's 2021 Monthly Discharges



How many sewer connections does this system have? 0

How many water service connections with septic systems does this system have? 1,140

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

5. Planning

Projection:

	2021	2030	2040	2050	2060	2070
Year-Round Population	2,173	2,217	2,273	2,325	2,377	2,431
Seasonal Population	0	0	0	0	0	0
Residential	0.1240	0.1265	0.1296	0.1325	0.1355	0.1385
Commercial	0.0086	0.0087	0.0089	0.0092	0.0094	0.0096
Industrial	0.1317	0.1317	0.1317	0.1317	0.1317	0.1317
Institutional	0.0039	0.0040	0.0041	0.0042	0.0043	0.0044
System Process	0.0375	0.0400	0.0650	0.0700	0.0750	0.0800
Unaccounted-for	0.0971	0.0988	0.1078	0.1104	0.1130	0.1157

We are currently working on a plan to install additional wells for increased supply. The engineering has begun to select a site for the location of new wells in this district.

Comparison of Available Supply

	2021	2030	2040	2050	2060	2070
Surface Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Ground Water Supply	0.6210	0.6210	0.6210	0.6210	0.6210	0.6210
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	0.6210	0.6210	0.6210	0.6210	0.6210	0.6210
Service Area Demand	0.4028	0.4097	0.4471	0.4580	0.4689	0.4799
Sales	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	0.4028	0.4097	0.4471	0.4580	0.4689	0.4799
Demand as Percent of Supply	65%	66%	72%	74%	76%	77%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 57 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. **There is no threat to the future supply of the system as we are currently working on a plan to install additional wells to resolve this issue. The engineering has begun to select a site for the location of new wells in this district.**

Are there other demand management practices you will implement to reduce your future supply needs? **There is no threat to the future supply of the system as we are currently working on a plan to install additional wells to resolve this issue.**

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? **There is no threat to the future supply of the system as we are currently working on a plan to install additional wells to resolve this issue.**

How does the water system intend to implement the demand management and supply planning components above? **There is no threat to the future supply of the system as we are currently working on a plan to install additional wells to resolve this issue.**

Additional Information

Has this system participated in regional water supply or water use planning? **No**

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

MOTION:

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

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

At 7:44 P.M., Commissioner Byrd made a motion to adjourn the combination meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, Seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item #24: COMMENTS:

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

A. Board of Commissioners:

1. **Commissioner Coleman** stated the following:
 - I don't really have anything to say, just for everyone to stay safe out in the world today because it's a challenging time.
 - Stay safe and stay focused on your families.
2. **Commissioner McDowell** stated the following:
 - I've already expressed my gratitude to the citizens for the way they handled this situation.
 - I want to thank everyone on this Board and all the staff that worked as best we could to come to this resolution.
 - Secondly, I mentioned to the Sheriff and everyone involved, the litter pickup that's been going on at our end of the county, citizens have asked me who is responsible for it, so it is noticed.
 - We are very lucky, we had the litter pickup before they actually mowed, usually it works the other way, but it looks really nice and I appreciate it.
 - School is open and school buses are running, please be careful when you're going to work in the mornings, there's a lot of children catching the buses and it might be the first day they ever caught a bus and they might not be paying attention, so please, let's pay attention for them and look out for them.

-And also, with that being said, Labor Day is coming, and it seems like we always have a loss of life in Columbus County, it may not be our folks, it's people traveling through sometimes, on the way to the beach or from the beach.

-Just be careful.

-We're at a point in time where we have to lookout for not only ourselves but for them too.

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

-Mr. Madden, I'd like for you to send DOT a letter.

-I've had several complaints on Hwy 211 South, the Bladen County line down to Hwy 214.

-It's a short stretch of road that's used heavily with log trucks and it is really, really rough.

-If they can't do anything else, if they can just grind it down, cut the bumps out of it, between the Bladen County line and the Columbus County line, at least to the four lanes.

-The deadline to pay your taxes to get your 2% off is August 31st.

-A lot of people have used that and I always use it, but I noticed we had a lot of people trying to get in but there were lines, especially the days I was up there, and I know it's always been August 31st as the cutoff.

-I've had a lot of complaints about people going to the old BB&T building by the courthouse and then being sent down here to this campus and then being told to go back over there.

-I really feel like we should extend that.

-I mean it's up to the Board, I'm not allowed to bring a motion but you know if there's a consensus, we can tell Mr. Madden, but I feel like it should be extended, a minimum of 15 days, because of the inconvenience and people being used to going one place and now they're being sent to another place and back and forth.

County Manager Eddie Madden stated the following:

-This is the first year, as you point out, that the collections office is not only in the water collections office but the tax collections office also.

-We've been gearing up for this for a couple of months now in preparation for the billing process, for the collections process.

-What we didn't foresee was a number of our staff persons being out for COVID, so we've had to shift some of our staff from the tax office downstairs to the Pinckney Street office to address those staffing shortages.

-Commissioner Byrd was kind enough to come by last week and suggest we differentiate between the water collections line and the tax collections line, and I believe that has helped.

-And, I think having that drive thru component has helped as well, a lot of our water customers have gotten used to going through the drive thru.

-As far as the extension of the 2% discount, I believe that's a statutory deadline, but we can look into it for you and report back, but I believe the state specifies the period of time in which to give that 2% discount.

-If you'll permit us to look into that for you tomorrow, if we're able and if it's what the Board should desire for us to do, to extend it, then we can certainly implement that.

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

-I want to say the same thing Commissioner McDowell said.

-Watch out for the school buses and if you're on a major road, like on 701 at Williams Township, it's very busy, and there's a lot of deputies out there but it's still busy, so just be careful.

-Be careful on Labor Day Weekend.

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

-Thank you to the Antioch Community for working with us to try and make a situation the best it can be.

-I think you've done it.

-I also want us to be very careful with the school buses, I know in Cerro Gordo and Evergreen, we have a lot of confusion going on with changing schools but they're still working on it.

-So, say a little prayer to keep our youngsters safe because we're the ones that they depend on when it comes to those automobiles.

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

-I appreciate the press covering the Grant Award that Dr. Lanier's office received for the pad ready site in the industrial park.

-I do have a couple other things to mention along those lines.

-One is Columbus County has been selected as a semifinalist for a new program through USDA called rural partners network.

-Six counties in North Carolina are considered semi-finalists for this program.

-USDA has made this offer, not only to North Carolina counties but to the states in Nevada, West Virginia and Wisconsin.

- One county, at least one county will be selected in this next round and we are hopeful that we will be the county that's chosen.
- We have submitted a proposal to them on how it would benefit not only our organization but the municipalities, the non-profits and the faith based organizations in the county.
- If selected, USDA will provide a staff person on the ground, in the county, to work exclusively with our local governments, non-profits and faith-based organizations to help identify and submit applications for funding through the USDA and other federal organizations.
- We are putting our best foot forward and hoping we will be selected for the program.
- On August 31st, the announcement for the GREAT Grant will be made.
- We were hoping that we would have found out by now the decision by the state grant agency for Broadband expansion throughout the county.
- The program is called GREAT Grant and they have determined that the announcement will be made formally on the 31st.
- As soon as we know, we will communicate that to you and share that with the public.
- We were also made aware today, and some others can help me with this, of a \$772,198.00 grant from the Division of Water Resources for Lakeland Village Subdivision.
- I want to congratulate Gail Edwards, Harold Nobles, Chris Nobles, Leo Greene, and Dr. Lanier and others who participated in securing these funds.
- We are underway with the bidding process for the historic courthouse.
- Bids will be opened on September 28th, and we hope to have it on your agenda for approval on October 3rd.
- As Commissioner McDowell mentioned, office will be closed for Labor Day this coming Monday, September 5th.
- That concludes my report.

Commissioner McDowell stated the following:

- This afternoon, I came to town early to go pay my water bill, so I was driving on Madison, so keep in mind I grew up in Whiteville, but for the first time in my life when I was driving I could actually see through the upstairs courthouse and see light on the other side and I've never been able to do that.
- When I was going around the courthouse I actually circled all the way around it and just looked through what I could see and just how open it's going to look and I'm just ecstatic because I know it's going to make us all proud.
- But, I just wanted to say that, so when you drive down, just look and you can actually see through for the first time in my life, that I've ever noticed.

Chairman Bullard stated the following:

- One thing I forgot to say earlier, if there were 48 mobile homes, doublewides at Antioch, their value would be \$748.22 each would give you a tax revenue of \$35,914.00.
- Comparing them to 48 modular homes would give you \$1285.00 per home, which would give you a \$61,690 tax.
- So that's a significant amount of tax increase per value.

County Manager Eddie Madden stated the following:

- Not to mention the depreciation on manufactured homes.

Commissioner McDowell stated the following:

- And the value it adds to the community.

Chairman Bullard stated the following:

- They were talking about the depreciation on a double wide, was I believe he told us, 15% per year, where there is no depreciation on a modular home.

Agenda Item #25: ADJOURNMENT:

At 7:56 P.M., Commissioner Byrd made a motion to adjourn, seconded by Commissioner Watts. The motion unanimously passed. These minutes were typed by LaToya Williams, Clerk to the Board.

LATOYA WILLIAMS, Clerk to the Board

RICKY BULLARD, Chairman

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

Monday, August 29, 2022

7:43 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 acting as the Columbus County Water and Sewer District III Board.

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**

Giles E. Byrd

Lavern Coleman

Brent Watts

Charles T. McDowell

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**

Amanda B. Prince, **Staff Attorney**

Jay Leatherman, **Finance Director**

APPOINTEES ABSENT (EXCUSED):

LaToya Williams, **Clerk to Board**

COMMISSIONERS ABSENT (EXCUSED):

Jerome McMillian, **Vice Chairman**

Chris Smith

MEETING CALLED TO ORDER:

At 7:43 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District III Board Meeting to order.

Agenda Item # 22: WATER and SEWER DISTRICT III – APPROVAL of RESOLUTION for the LOCAL WATER SUPPLY PLAN:

Harold Nobles, Director, requested Board approval.

Columbus County
PUBLIC UTILITIES

Telephone
910-642-2828



Fax
910-642-1041

RESOLUTION FOR APPROVAL OF LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for **Columbus County Water & Sewer District III**, has been developed and submitted to the **Columbus County Board of Commissioners** for approval; and

WHEREAS, the **Columbus County Board of Commissioners** finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for **Columbus County Water & Sewer District III**, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED, by the **Columbus County Board of Commissioners of Columbus County Water & Sewer District III** that the Local Water Supply Plan entitled, **2021 LWSP for Columbus County Water & Sewer District III**, dated **June 22, 2021**, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED, that the **Columbus County Board of Commissioners** intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 29th day of August, 2022.

Name: Ricky Bullard
 Title: Chairman of Columbus County Board of Commissioners
 Signature: _____

ATTEST: Name: Amanda B. Prince
 Title: Staff Attorney
 Signature: _____

Columbus Co WSD III

2021 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Columbus Co WSD III	PWSID:	70-24-012	Complete
Mailing Address:	205 Lee Avenue Whiteville, NC 28472	Ownership:	County	
Contact Person:	Harold Nobles	Title:	Public Utilities Director	
Phone:	910-642-2828	Cell/Mobile:	--	
Secondary Contact:	Amanda Davis	Phone:	910-642-2828	
Mailing Address:	205 Lee Avenue Whiteville, NC 28472	Cell/Mobile:	--	

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Ductile Iron	6-12	2.00 %
Polyvinyl Chloride	2-12	98.00 %

What are the estimated total miles of distribution system lines? **87 Miles**
 How many feet of distribution lines were replaced during 2021? **0 Feet**
 How many feet of new water mains were added during 2021? **0 Feet**
 How many meters were replaced in 2021? **1,162**
 How old are the oldest meters in this system? **0 Year(s)**
 How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **0**
 What is this system's finished water storage capacity? **0.2500 Million Gallons**
 Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

Programs

Does this system have a program to work or flush hydrants? **Yes, Monthly**
 Does this system have a valve exercise program? **Yes, Annually**
 Does this system have a cross-connection program? **Yes**
 Does this system have a program to replace meters? **Yes**
 Does this system have a plumbing retrofit program? **No**
 Does this system have an active water conservation public education program? **Yes**
 Does this system have a leak detection program? **Yes**
 What type of rate structure is used? **Increasing Block**
 How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**
 Does this system have an interconnection with another system capable of providing water in an emergency? **Yes**

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Waccamaw River (09-3)	100 %	Columbus	100 %

What was the year-round population served in 2021? **2,615**
 Has this system acquired another system since last report? **No**

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	1,121	0.1517	0	0.0000
Commercial	22	0.0041	0	0.0000
Industrial	0	0.0000	0	0.0000
Institutional	19	0.0032	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.0070 MGD**

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	0.1497		May	0.1857		Sep	0.1718	
Feb	0.1917		Jun	0.1703		Oct	0.1643	
Mar	0.1645		Jul	0.1841		Nov	0.1743	
Apr	0.1806		Aug	0.1711		Dec	0.1864	

Name or Number	Average Daily Withdrawal (MGD)		Max Day Withdrawal (MGD)	12-Hour Supply (MGD)	CUA Reduction	Year Offline	Use Type
	MGD	Days Used					
Well 1 -Page Road	0.0888	365		0.3240			Regular
Well 2 - Silverspoon Rd	0.0854	365		0.3240			Regular

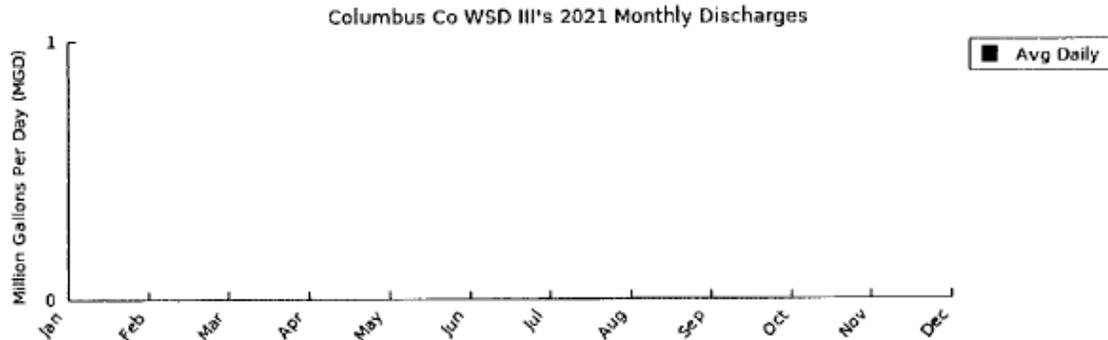
Name or Number	Well Depth (Feet)	Casing Depth (Feet)	Screen Depth (Feet)		Well Diameter (Inches)	Pump Intake Depth (Feet)	Metered?
			Top	Bottom			
Well 1 -Page Road	340	340	202	330	16	150	Yes
Well 2 - Silverspoon Rd	120	120	80	120	8	100	Yes

Are ground water levels monitored? **Yes, Monthly**
 Does this system have a wellhead protection program? **Yes**

4. Wastewater Information

Monthly Discharges:

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.0000	May	0.0000	Sep	0.0000
Feb	0.0000	Jun	0.0000	Oct	0.0000
Mar	0.0000	Jul	0.0000	Nov	0.0000
Apr	0.0000	Aug	0.0000	Dec	0.0000



How many sewer connections does this system have? **0**
 How many water service connections with septic systems does this system have? **1,162**
 Are there plans to build or expand wastewater treatment facilities in the next 10 years? **No**

5. Planning

Projections:

	2021	2030	2040	2050	2060	2070
Year-Round Population	2,615	2,668	2,735	2,797	2,861	2,918
Seasonal Population	0	0	0	0	0	0
Residential	0.1517	0.1445	0.1481	0.1514	0.1548	0.1583
Commercial	0.0041	0.0042	0.0043	0.0044	0.0045	0.0046

Industrial	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Institutional	0.0032	0.0033	0.0033	0.0034	0.0035	0.0036
System Process	0.0070	0.0070	0.0070	0.0070	0.0070	0.0070
Unaccounted-for	0.0082	0.0184	0.0189	0.0193	0.0197	0.0201

Quantification of Available Resources

	2021	2030	2040	2050	2060	2070
Surface Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Ground Water Supply	0.6480	0.6480	0.6480	0.6480	0.6480	0.6480
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	0.6480	0.6480	0.6480	0.6480	0.6480	0.6480
Service Area Demand	0.1742	0.1774	0.1816	0.1855	0.1895	0.1936
Sales	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	0.1742	0.1774	0.1816	0.1855	0.1895	0.1936
Demand as Percent of Supply	27%	27%	28%	29%	29%	30%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 58 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. **No Changes**

Are there other demand management practices you will implement to reduce your future supply needs? **No Changes**

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? **No Changes**

How does the water system intend to implement the demand management and supply planning components above? **No Changes**

Additional Information

Has this system participated in regional water supply or water use planning? **No**

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

MOTION:

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

ADJOURNMENT:

At 7:44 P.M., Commissioner Watts made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

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**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, August 29, 2022
7:43 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 acting as the Columbus County Water and Sewer District IV Board.

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**
Giles E. Byrd
Lavern Coleman
Brent Watts
Charles T. McDowell

APPOINTEES PRESENT:

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

APPOINTEES ABSENT (EXCUSED):

LaToya Williams, **Clerk to Board**

COMMISSIONERS ABSENT (EXCUSED):

Jerome McMillian, **Vice Chairman**
Chris Smith

MEETING CALLED TO ORDER:

At 7:43 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District IV Board Meeting to order.

Agenda Item # 21: WATER and SEWER DISTRICT IV – APPROVAL of CAPITAL PROJECT ORDINANCE for the PROPOSED WD IV USDA RURAL DEVELOPMENT PROJECT:

Melanie Hester, Interim Finance Director, requested Board approval.

**Water and Sewer District IV
USDA Rural Development Waterline Extension Project
CAPITAL PROJECT ORDINANCE
August 29, 2022**

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

- SECTION 1.** The project authorized is the Water District IV USDA Rural Development Project.
- SECTION 2.** The project director is hereby authorized to proceed with the project.
- SECTION 3.** The project will be executed during Fiscal Years 2022/2023 and 2023/2024.
- SECTION 4.** The following Revenues will be available to the County to complete the project:

ACCOUNT NUMBER	TITLE	AMOUNT
52-3719-438920	WD IV Fund Balance Appropriation (will be reimbursed once funding award is made)	\$1,113,003
Total Revenues		\$1,113,003

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

ACCOUNT NUMBER	TITLE	AMOUNT
52-7114-519067	PER	\$40,000
52-7114-519066	EA	\$40,000
52-7114-519927	Design of System	\$645,000
52-7114-519044	Well Site/Easement Surveys	\$90,000
52-7114-548002	Project Administration	\$59,981
52-7114-548025	Construction Inspection	\$238,022
52-7114-	Construction Contract	TBD
52-7114-	Project Contingency	TBD
Total Expenditures		\$1,113,003

SECTION 6: Copies of this Capital Project Ordinance shall be made available to the Project Manager and the Finance Officer.

ADOPTED this the 29th day of August, 2022.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

ATTESTED BY:

RICKY BULLARD, Chairman

LaToya Williams, Clerk

MOTION:

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

Agenda Item #23: WATER and SEWER DISTRICT IV – APPROVAL of the RESOLUTION for the LOCAL WATER SUPPLY PLAN.

Harold Nobles, Director, requested Board approval.

Columbus County
PUBLIC UTILITIES

Telephone
 910-642-2828



Fax
 910-642-1041

RESOLUTION FOR APPROVAL OF LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for **Columbus County Water & Sewer District IV**, has been developed and submitted to the **Columbus County Board of Commissioners** for approval; and

WHEREAS, the **Columbus County Board of Commissioners** finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for **Columbus County Water & Sewer District IV**, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED, by the **Columbus County Board of Commissioners of Columbus County Water & Sewer District IV** that the Local Water Supply Plan entitled, **2021 LWSP for Columbus County Water & Sewer District IV**, dated **June 22, 2021**, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED, that the **Columbus County Board of Commissioners** intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 29th day of August, 2022.

Name: Ricky Bullard
 Title: Chairman of Columbus County Board of Commissioners
 Signature: _____

ATTEST: Name: Amanda B. Prince
 Title: Staff Attorney
 Signature: _____

Columbus Co WSD IV

2021 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Columbus Co WSD IV	PWSID:	70-24-013	Complete
Mailing Address:	205 Lee Avenue Whiteville, NC 28472	Ownership:	County	
Contact Person:	Harold Nobles	Title:	Public Utilities Director	
Phone:	910-642-2828	Cell/Mobile:	--	
Secondary Contact:	Amanda Davis	Phone:	910-642-2828	
Mailing Address:	205 Lee Avenue Whiteville, NC 28472	Cell/Mobile:	--	

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Ductile Iron	4-16	3.20 %
Polyvinyl Chloride	2-16	96.80 %

What are the estimated total miles of distribution system lines? **35 Miles**
 How many feet of distribution lines were replaced during 2021? **0 Feet**
 How many feet of new water mains were added during 2021? **0 Feet**
 How many meters were replaced in 2021? **10**
 How old are the oldest meters in this system? **10 Year(s)**
 How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **0**
 What is this system's finished water storage capacity? **0.5000 Million Gallons**
 Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

Programs

Does this system have a program to work or flush hydrants? **Yes, Monthly**
 Does this system have a valve exercise program? **Yes, Annually**
 Does this system have a cross-connection program? **Yes**
 Does this system have a program to replace meters? **Yes**
 Does this system have a plumbing retrofit program? **No**
 Does this system have an active water conservation public education program? **Yes**
 Does this system have a leak detection program? **Yes**
 What type of rate structure is used? **Increasing Block**
 How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**
 Does this system have an interconnection with another system capable of providing water in an emergency? **Yes**

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Lumber River (09-1)	100 %	Columbus	100 %

What was the year-round population served in 2021? **2,173**
 Has this system acquired another system since last report? **No**

Service Use Profile

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	1,072	0.1240	0	0.0000
Commercial	42	0.0086	0	0.0000
Industrial	5	0.1317	0	0.0000
Institutional	21	0.0039	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.0375 MGD**

Industrial use of 3.911 mgd is an estimate provided by West-Fraser. A new meter should be installed for next submitting of LWSP-2022. Riegleswood S/D has numerous leaks and is currently seeking grants to replace lines. To maintain water quality in District 4, hydrant flushing is typically daily.

3. Water Supply Sources

Table 3-1: Monthly Average Daily Use

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	0.3947		May	0.3109		Sep	0.4332	
Feb	0.4369		Jun	0.4052		Oct	0.3743	
Mar	0.4325		Jul	0.3938		Nov	0.5136	
Apr	0.3867		Aug	0.3784		Dec	0.3741	

The first quarter of all wells were estimated by averaging the months where adequate data was given. This could contribute to the unaccounted water. In addition, there are 6 volunteer fire departments with unaccounted water use for fire fighting and/or training.

Table 3-2

Table 3-2

Name or Number	Average Daily Withdrawal (MGD)		Max Day Withdrawal (MGD)	12-Hour Supply (MGD)	CUA Reduction	Year Offline	Use Type
	MGD	Days Used					
Lakeland well 1	0.0092	365		0.0360			Regular
Lakeland Well-3	0.0329	365		0.2000			Regular
Well 1-Old Lake Rd	0.1314	365		0.2050			Regular
Well 2-Sandman Lane	0.2293	365		0.1800			Regular

Table 3-3: Ground Water Sources (continued)

Name or Number	Well Depth (Feet)	Casing Depth (Feet)	Screen Depth (Feet)		Well Diameter (Inches)	Pump Intake Depth (Feet)	Metered?
			Top	Bottom			
Lakeland well 1							Yes
Lakeland Well-3							Yes
Well 1-Old Lake Rd	265	60	195	255	8	180	Yes
Well 2-Sandman Lane	258	58	188	248	8	185	Yes

Are ground water levels monitored? **Yes, As Needed**

Does this system have a wellhead protection program? **Yes**

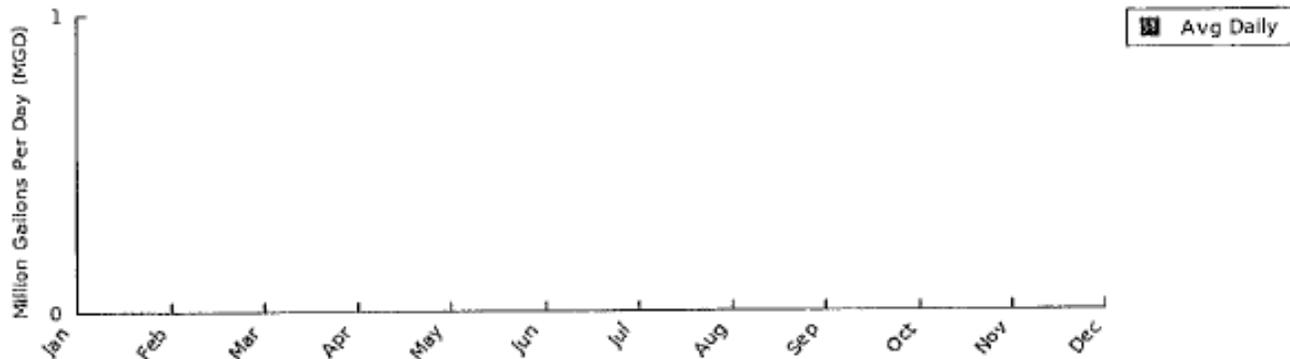
Lakeland wells were added. The 12 hour values for wells are estimated based on the ratio of their yields to the yield of Well #1, Old Lake Rd.

4. Wastewater Information

Table 4-1: Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.0000	May	0.0000	Sep	0.0000
Feb	0.0000	Jun	0.0000	Oct	0.0000
Mar	0.0000	Jul	0.0000	Nov	0.0000
Apr	0.0000	Aug	0.0000	Dec	0.0000

Columbus Co WSD IV's 2021 Monthly Discharges



How many sewer connections does this system have? 0

How many water service connections with septic systems does this system have? 1,140

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

5. Planning

Projection:

	2021	2030	2040	2050	2060	2070
Year-Round Population	2,173	2,217	2,273	2,325	2,377	2,431
Seasonal Population	0	0	0	0	0	0
Residential	0.1240	0.1265	0.1296	0.1325	0.1355	0.1385
Commercial	0.0086	0.0087	0.0089	0.0092	0.0094	0.0096
Industrial	0.1317	0.1317	0.1317	0.1317	0.1317	0.1317
Institutional	0.0039	0.0040	0.0041	0.0042	0.0043	0.0044
System Process	0.0375	0.0400	0.0650	0.0700	0.0750	0.0800
Unaccounted-for	0.0971	0.0988	0.1078	0.1104	0.1130	0.1157

We are currently working on a plan to install additional wells for increased supply. The engineering has begun to select a site for the location of new wells in this district.

Comparison of Demand to Supply:

	2021	2030	2040	2050	2060	2070
Surface Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Ground Water Supply	0.6210	0.6210	0.6210	0.6210	0.6210	0.6210
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	0.6210	0.6210	0.6210	0.6210	0.6210	0.6210
Service Area Demand	0.4028	0.4097	0.4471	0.4580	0.4689	0.4799
Sales	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	0.4028	0.4097	0.4471	0.4580	0.4689	0.4799
Demand as Percent of Supply	65%	66%	72%	74%	76%	77%

The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 57 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. **There is no threat to the future supply of the system as we are currently working on a plan to install additional wells to resolve this issue. The engineering has begun to select a site for the location of new wells in this district.**

Are there other demand management practices you will implement to reduce your future supply needs? **There is no threat to the future supply of the system as we are currently working on a plan to install additional wells to resolve this issue.**

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? **There is no threat to the future supply of the system as we are currently working on a plan to install additional wells to resolve this issue.**

How does the water system intend to implement the demand management and supply planning components above? **There is no threat to the future supply of the system as we are currently working on a plan to install additional wells to resolve this issue.**

Additional Information

Has this system participated in regional water supply or water use planning? **No**

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

MOTION:

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

ADJOURNMENT:

At 7:44 P.M., Commissioner Watts made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

LATOYA WILLIAMS, Clerk to the Board

RICKY BULLARD, Chairman

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