

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Tuesday, March 21, 2023

5:30 P.M. – Closed Session

6:30 P.M. – Regular Session

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

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**
Lavern Coleman, **Vice Chairman**
Giles E. Byrd
Scott Floyd
Barbara Featherson
Brent Watts
Chris Smith

APPOINTEES PRESENT:

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

APPOINTEES ABSENT:

Agenda Item #1: MEETING CALLED to ORDER:

At 5:30 P.M., Chairman Ricky Bullard called the Tuesday, March 21, 2022 Columbus County Board of Commissioners Regular Session Meeting to order.

RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A) (3) ATTORNEY-CLIENT PRIVILEGE, N.C.G.S. § 143-318.11(A) (5) REAL ESTATE, and N.C.G.S. § 143-318.11(A) (4) ECONOMIC DEVELOPMENT:

MOTION:

At 5:30 P.M., Commissioner Smith 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, seconded by Vice Chairman Coleman. The Motion unanimously passed.

Agenda Item #2: CLOSED SESSION IN ACCORDANCE WITH N.C.G.S §143-318.11(A)(3) ATTORNEY –CLIENT PRIVILEGE AND N.C.G.S § 143-318.11 (A) (6) PERSONNEL

RECESS CLOSED SESSION and enter into REGULAR SESSION

MOTION:

At 6:23 P.M., Commissioner Floyd made a motion to recess Closed Session, seconded by Commissioner Smith. The motion unanimously passed.

GENERAL ACCOUNT:

Board Attorney Boyd Worley gave a general account that the Public Body discussed (1) matter of real estate and (3) matters of Attorney Client Privilege.

MOTION:

Commissioner Byrd made a motion to approve the General Account, seconded by Commissioner Featherson. The motion unanimously passed.

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

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

PUBLIC HEARINGS:

At 6:35 P.M., Chairman Bullard opened the floor for the following public hearings:

6:35PM - A Public Hearing in regards to the agreement to refinance a portion of the cost of various projects improving Cerro Gordo Elementary School which is now West Columbus School, was opened.

Attorney Amanda Prince stated the following:

This is to inform the public of the agreement to refinance a portion of the cost of various projects to proceed with the closing of the West Columbus School project. Approximate numbers for refinancing the specified portion is around- \$11 million.

6:40 PM a Public Hearing was held in regards to the Water District IV USDA Rural Development Loan and Grant Application.

Assistant County Manager Gail Edwards stated the following:

This public hearing is in reference to USDA Rural Development Loan and Grant Application and to inform the public of this project that is on the eastern-end of the county with 19 miles of water mains, 2 deep wells, and an up-fit to the former Riegelwood Sanitary District, which we took over approximately 5 years ago. The estimated cost of the project is \$11,493,307.00We have made application to Rural Development secure loan and grant funds from them and as part of that application, we must hold this public hearing.

MOTION:

Commissioner Byrd made a motion to close the public hearings, seconded by Commissioner Smith. The motion unanimously passed

Agenda Item# 5: APPROVAL OF AGENDA and TAX REFUNDS & RELEASES:

Tax Refunds and Releases

<i>Refunds</i>				Amount:	\$0.00
Anderson, Gurley Lee		PROPERTY:	00000	Total:	\$113.00
Value: \$0.00	Year: 2022	Account:	10-05520	Bill#:	22223
Refund user fee. Property is vacant.					
<i>Refunds</i>				Amount:	\$0.00
Baldwin, Betty		PROPERTY:	82684	Total:	\$400.00
Value: \$0.00	Year: 18-19	Account:	06-21282	Bill#:	91981
Refund user fee. No can in 2018.					
<i>Refunds</i>				Amount:	\$0.00
Baldwin, Betty		PROPERTY:	82684	Total:	\$200.00
Value: \$0.00	Year: 2021	Account:	06-21282	Bill#:	52335
Refund user fee. Can never delivered.					
<i>Refunds</i>				Amount:	\$0.00
Barron Lucio(Sr)		PROPERTY:	00000	Total:	\$1,000.00
Value: \$0.00	Year: 16-20	Account:	07-01028	Bill#:	99999
Refund user fees. Never had a trash can.					
<i>Refunds</i>				Amount:	\$423.08
Buffkin, James D III		PROPERTY:	00000	Total:	\$496.66
Value: \$52,557.00	Year: 2021	Account:	15-02247	Bill#:	56900
Refund value of boats. Sold in 2020. Release Acme Delco(63.07) release Columbus Rescue(10.51)					
<i>Refunds</i>				Amount:	\$0.00
Campbell, Stanley Craig		PROPERTY:	00000	Total:	\$1,000.00
Value: \$0.00	Year: 18-22	Account:	14-03533	Bill#:	99999
Refund user fees. SWMH vacant and no can.					
<i>Refunds</i>				Amount:	\$0.00
Jackson, Ronald D		PROPERTY:	00000	Total:	\$200.00
Value: \$0.00	Year: 2021	Account:	03-11803	Bill#:	74912
Refund user fee. Trash can billed on Act 03-14917 with SWMH					
<i>Refunds</i>				Amount:	\$183.33
Worley, Edward James		PROPERTY:	101334	Total:	\$366.66
Value: \$0.00	Year: 2022	Account:	13-01017	Bill#:	504
Refund prepayment of 2nd trash can. Doesn't need					

MOTION:

Vice Chairman Coleman made a motion to approve the Agenda with the tabling of agenda Items 7 and 10 and the Tax Refunds, seconded by Commissioner Featherson. The motion unanimously passed.

Agenda Item #6: BOARD MINUTES APPROVAL:

- a. February 20, 2023

MOTION:

Commissioner Watts made a motion to approve the February 20, 2023 Regular Session Board Minutes, seconded by Commissioner Floyd. The motion unanimously passed.

Agenda Item #7: PROCLAMTION RAMPS & RAILS: *This Item is Tabled until April 3rd.*

- a. Beaverdam Baptist Men
- b. Boardman Pentecostal Holiness Church Men's Ministry

Agenda Item #8: PUBLIC INPUT

Columbus County Board of Commissioners <i>(Public Address to the Board)</i>		
REQUEST #: _____ <small>(Leave this blank, Clerk will fill in)</small>	TIME REC'D: _____ P.M.	MEETING DATE: _____
NAME: <u>GARY</u> <u>Graham</u> <small>(First) (Middle) (Last)</small>		
ADDRESS: <u>92 Blacksmith</u>		
TELEPHONE: () - -		
TOPIC to be ADDRESSED: <u>Use of Fire Dept. For Voting</u>		
PERTINENT INFORMATION: <u>percent</u>		
<p><small>NOTE: Thank you for taking the time to address the Board with your information and concerns. Please give this card to the Clerk before the commencement of the meeting. This will aid in a smooth and harmonious meeting, and, in addition, give more people the opportunity to speak.</small></p>		
<p><small>Revised: 09-15-2008</small></p>		

Gary Graham from the Bolton area Stated:

Recently a commissioner outside of his district has petitioned for the location of Bolton's voting prescient to change. We have already taken care of that in a municipal capacity and everyone voted to keep the voting prescient at the Fire Station in Bolton.

Agenda Item #9: ADMINISTRATION – EMPLOYEE SPOTLIGHT:

County Manager Eddie Madden recognized Library employee Imogene Hinson.



Kay,

I would like to nominate Imogene (Rose) Hinson as Employee of the Year for the Library.

Rose has been employed by the Columbus County Library System for 36 years. She has worked the entire time in the Technical Services Department and for the past eight years Rose has been the Manager of the Department overseeing all aspects of ordering and processing library books.

Rose is a loyal and trustworthy employee and is meticulous about ensuring everything goes right in the ordering process. She also works in the Adult Reference area where she assists patrons with the computers and finding and recommending books. All of our patrons like Rose because she goes above and beyond when helping them.

She is a dedicated employee who is always available to help both patrons and library staff.

Morris Pridgen, Library Director

Agenda Item #10: STAFF ACCOMPLISHMENTS: *This Item is Tabled until April 3rd.*

Agenda Item #11: ECONOMIC DEVELOPMENT – THE LAB PRESENTATION:

Vice President Doug Sherwood from Sawyer, Sherwood and Associate Architecture presented their Building Evaluation for the renovations needed for The LAB project at the old BB&T Building purchased by the county in 2022.

A copy of the PowerPoint Presentation given is housed in the clerk's office

Agenda Item #12: ECONOMIC DEVELOPMENT – APPROVAL of CONTRACT:

County Manager Eddie Madden explained to the Columbus County Board of Commissioners' the proposed contract with Alliance Engineering to move forward with their work on the establishment of a pad ready

industrial site in the Southeast Regional Park. Mr. Madden requested the approval of the contract from the commissioners.

MOTION:

Commissioner Watts made a motion to approve the February 20, 2023 Regular Session Board Minutes, seconded by Commissioner Floyd. The motion unanimously passed.



February 22, 2023

Mr. Gary Lanier, Ed.D
Economic Development and Planning Director
Columbus County Economic Development Commission
127 West Webster Street
Whiteville, North Carolina 28472

RE: Professional Engineering Services for the
Due Diligence Services and Engineering
Design, Specifications and Permitting
Services for a \pm 50,000-SF Building Pad at a
 \pm 17-Acre Site in the \pm 160-Acre Southeast
Regional Park near the City of Whiteville,
Columbus County, North Carolina
Proposal No.: P23013-C

Dear Gary:

Thank you for giving Alliance Consulting Engineers, Inc. the opportunity to present this proposal to provide Professional Engineering Services for the Due Diligence Services and Engineering Design, Specifications and Permitting Services for a \pm 50,000-SF Building Pad at a \pm 17-Acre Site in the \pm 160-Acre Southeast Regional Park near the City of Whiteville in Columbus County. Due Diligence Services will include a Phase I Environmental Site Assessment (ESA), Jurisdictional Wetlands Delineation and United States Army Corps of Engineers (USACE) Verification, Preliminary Cultural Resources Review, Threatened and Endangered Species Survey, Design Level Geotechnical Subsurface Exploration, Class 'A' Boundary Survey, and Topographic Survey of the site. Engineering Design Services will include Construction Drawings, Specifications and Permitting Services. Services will be provided in accordance with the enclosed Conceptual Site Plan and Preliminary Cost Opinion prepared by Alliance Consulting Engineers, Inc. dated February 2, 2023, and February 17, 2023, respectively.

Alliance Consulting Engineers, Inc. is currently providing Professional Engineering Services for the Due Diligence and Design of a New \pm 320-Acre Industrial Park in New Hanover County; Professional Engineering Services for the Due Diligence, Design and Permitting of a \pm 253,000-SF Facility in Pitt County; and Professional Engineering Services for the Due Diligence, Design and Permitting for Wastewater Improvements in Anson County. Alliance Consulting Engineers, Inc. is pleased to have previously provided Professional Engineering Services for multiple counties in North Carolina to include a \pm 200,000-SF Transload Facility on \pm 32 Acres in New Hanover County; Professional Engineering Services for Land Disturbance Permitting for a \pm 79-Acre Industrial Site and a \pm 98-Acre Industrial Site in Montgomery County; Professional Engineering Services for the Design and Permitting of a \pm 300,000-SF

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Alliance Consulting Engineers, Inc.

Post Office Box 8147 Columbia, SC 29202-8147 Phone 803 779-2078 Fax 803 779-2079 www.allianceCE.com

Bluffton, SC | Charleston, SC | Charlotte, NC | Columbia, SC | Greenville, SC

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Manufacturing Facility in Mecklenburg County; Professional Engineering Services for a ± 125,000-SF Facility for Project Chippy in Cleveland County; and Professional Engineering Services for a ± 650,000-SF Building Pad on a ± 100-Acre Industrial Site in Burke County. Our previous experience with projects in the region and North Carolina provides Alliance Consulting Engineers, Inc. with second to none knowledge and ability to provide the Columbus County Economic Development Commission with these services as the most qualified and responsive consultant.

Alliance Consulting Engineers, Inc. will provide the following Professional Engineering Services for the ± 50,000-SF Building Pad at the ± 17-Acre Site in Columbus County:

- Phase I ESA
- Jurisdictional Wetlands Delineation and USACE Verification
- Preliminary Cultural Resources Review
- Threatened and Endangered Species Survey
- Design Level Geotechnical Subsurface Exploration
- Class 'A' Boundary Survey
- Topographic Survey
- Engineering Design and Permitting Services

Each of the aforementioned tasks are outlined in the following Scope of Services for the ± 50,000-SF Building Pad at the ± 17-Acre Site in Columbus County.

I. SCOPE OF SERVICES

1. Phase I Environmental Site Assessment

Alliance Consulting Engineers, Inc. will complete a Phase I ESA within the limits of the ± 17-Acre Site at the Southeast Regional Park. This assessment will be performed in general conformance with the provisions set forth in ASTM E-1527-21 Standard Practice for Environmental Site Assessments. ASTM E-1527-21 defines a Phase I ESA as the process by which an entity seeks to determine if a particular parcel of commercial real estate is subject to Recognized Environmental Conditions (REC). In the ASTM Standard Practice, the term Recognized Environmental Conditions means the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of release of these substances or products into the ground, groundwater or surface water of the property. The Phase I ESA will be a general characterization of environmental concerns based on readily available information, site observations, and interviews.

In order to accomplish these stated objectives, the following services will be performed:

- i. A site visit to the property to observe the site conditions relative environmental concerns;

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- ii. An automobile and pedestrian tour of the surrounding areas to determine if obvious adjacent land use might suggest potential environmental problems;
- iii. A query of environmental records available from the North Carolina Department of Environmental Quality (NCDEQ) and the United States Environmental Protection Agency (USEPA);
- iv. A review of selected available documents to aid in assessing the historical and current use of the site and surrounding properties;
- v. A brief, qualitative hydraulic evaluation of the site and vicinity to characterize the area drainage;
- vi. Development of a report of findings, conclusions and recommendations.

2. Jurisdictional Wetlands Delineation and USACE Verification

Alliance Consulting Engineers, Inc. will complete a Jurisdictional Wetlands Delineation and USACE Verification for the ± 17-Acre Site at the Southeast Regional Park. This Jurisdictional Wetlands Delineation will consist of the assessment and documentation of site conditions to determine the presence and/or absence of wetland areas, utilizing the three (3) parameter approach outlined in the 1987 USACE Wetlands Delineation Manual. Should any areas of the proposed site be classified as jurisdictional waters then the boundaries will be marked illustrated in a Wetlands Exhibit.

Upon completion of the Jurisdictional Wetlands Delineation, a request for an Approved Jurisdictional Determination (AJD) Application will be submitted to the USACE. The AJD Application will include a map of the estimated waters of the state, data forms documenting the physical characteristics of sample points as to the presence or absence of the three (3) wetland components, and AJD basis forms documenting the physical characteristics of on-site streams/tributaries. The Request for AJD will be sent to the USACE Office in Wilmington. The USACE will review the application and will likely wish to schedule an on-site visit to evaluate the delineation unless no Wetlands are present. Upon confirmation of the delineated jurisdictional boundaries, the USACE will provide a Final AJD Letter.

3. Preliminary Cultural Resources Review

Alliance Consulting Engineers, Inc. will complete a Preliminary Cultural Resources Review for the ± 17-Acre Site at the Southeast Regional Park. This Preliminary Cultural Resources Review will consist of a site reconnaissance and a desktop review of the site to determine potential impacts to historic, architectural, or archaeological resources. North Carolina Historic Preservation Office (NCHPO) Database will be reviewed for previously documented occurrences of protected historic and architectural resources either on the site or in the vicinity of the site. Representatives of the NCHPO will be contacted to request written information concerning the potential for historic/archaeological resources on the site. If this review identifies the potential for important historic/archaeological

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resources on or near the site, Alliance Consulting Engineers, Inc. will recommend measures for impact avoidance, minimization, and mitigation.

Additional studies are not included in the Scope of Services. If further studies are warranted, Alliance Consulting Engineers, Inc. will provide a separate proposal.

4. Threatened and Endangered Species Survey

Alliance Consulting Engineers, Inc. will complete a Threatened and Endangered Species Survey for the ± 17-Acre Site at the Southeast Regional Park to assess the occurrence or potential for occurrence of Fauna and Flora listed as either threatened or endangered on federal and/or state databases. In order to accomplish these stated objectives, the following services will be performed:

- i. Compilation of habitat data (vegetation and soils descriptions) for the property;
- ii. Performance of a pedestrian survey within habitats considered suitable for the occurrence of a particular threatened or endangered species to ascertain the likelihood of the species' occurrence on the properties based upon the available data and habitat observations;
- iii. Development of a report of findings, conclusions, and recommendations.

The Threatened and Endangered Species Survey will determine if current conditions are suitable for Federally Protected Species in the vicinity of the site and if any Threatened and Endangered Species are present.

5. Design Level Geotechnical Subsurface Exploration

Alliance Consulting Engineers, Inc. will complete Design Level Geotechnical Subsurface Exploration including Pavement Section Design within the limits of the ± 50,000-SF Building Pad, Proposed Pavement Area, and Proposed Stormwater Basin to evaluate the general subsurface conditions, to estimate groundwater depth, evaluate backfill suitability, and develop geotechnical engineering opinions and recommendations for grading and pavement design.

The Geotechnical Subsurface Exploration will consist of conducting two (2) Cone Penetration Test (CPT) borings up to thirty (30) feet beneath ground surface (BGS) and one (1) CPT boring up to fifty (50) feet BGS within the ± 50,000-SF Building Pad footprint, one (1) CPT boring up to twenty-five (25) feet BGS in the Proposed Stormwater Basin, three (3) CPT borings up to ten (10) feet BGS and three (3) hand auger borings in the Proposed Pavement Area. Upon completion of the borings, the samples will be returned to the laboratory and analyzed to prepare a final report to include soil bearing capacity and building foundation recommendations, site preparation recommendations, compaction recommendations, and pavement recommendations for design and construction. Once completed, a copy of the final report will be provided to the Columbus County Economic Development Commission.

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6. Class 'A' Boundary Survey

Alliance Consulting Engineers, Inc. will complete a Class 'A' Boundary Survey for a ± 17-Acre Acre Site at the Southeast Regional. The Class 'A' Boundary Survey will consist of recovering and flagging existing property corners and confirming field conditions to the recorded plat. Alliance Consulting Engineers, Inc. will include two (2) permanent benchmarks with horizontal and vertical coordinates set to NAVD 83 State Plane Coordinates. A recordable Combination Plat will be prepared and submitted to Columbus County.

The Boundary Survey will be prepared in AutoCAD format with planimetric features depicted. The character and location of existing roadways, fences, walls, and other existing improvements within the property boundary lines, observed in the process of conducting the survey will be shown. Utilities will be shown according to surface observations. The exact location of underground features cannot be accurately, completely, and reliably depicted.

It is understood that Columbus County Economic Development Commission hereby grants Alliance Consulting Engineers, Inc. or represents and warrants that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants, and subcontractors for the purpose of obtaining field information pertinent to the Class 'A' Boundary Survey.

7. Topographic Survey

Alliance Consulting Engineers, Inc. will complete a Topographic Survey of the ± 17-Acre Site at the Southeast Regional Park for use in Design of the ± 50,000-SF Building Pad and Stormwater Basin. The Topographic Survey will consist of confirming field conditions and locating above ground and apparent utilities found within the survey limits. Utilities will be shown according to surface observations combined with existing plans and record drawings, and markings provided by calling North Carolina 811 for underground utilities. In addition to utilities, the Topographic Survey will collect existing improvements on the subject property, the elevation (1-foot contour interval) information and will establish one (1) permanent benchmark with horizontal and vertical coordinates in NAVD 88 State Plane. Once this data has been located in the field, the data will be incorporated as part of the Existing Conditions Plan, which will be utilized during design.

8. Engineering Design, Specifications, and Permitting Services

Alliance Consulting Engineers, Inc. will provide Engineering Design, Specifications, and Permitting Services for the ± 50,000-SF Building Pad, Stormwater Basin, and Associated Parking Areas. Preliminary Site Design will be used for review and to seek approval from Columbus County and NCDEQ as part of Land Disturbance Permitting Services.

Engineering Design Services will consist of Construction Plans and Specifications for a ± 50,000-SF Building Pad, Stormwater Basin, and Associated Parking Areas to include an Existing Conditions Plan, Clearing and Grubbing Plan, Site Plan, Grading and Storm Drainage Plan and Profiles, and Erosion and Sediment Control Plan and Associated

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Details. Construction Plans will be in accordance with current Columbus County and NCDEQ guidelines. Once completed, the Construction Plans and Details will be presented to the Columbus County Economic Development Commission and Columbus County for review and approval.

A Comprehensive Stormwater Pollution Prevention Plan (C-SWPPP) will be prepared to manage the post-development runoff from the \pm 50,000-SF Building Pad and associated Proposed Pavement Areas. The C-SWPPP will include Stormwater Calculations for the Stormwater Basin that will provide water quantity and quality control for the Site Improvements. Alliance Consulting Engineers, Inc. will evaluate the pre- and post-development runoff rates regulated by Columbus County and NCDEQ and design a Stormwater Management System to control the post-developed flow rates to less than pre-developed conditions for the two (2)-year and ten (10)-year, twenty-four (24)-hour storm event. Upon approval of the C-SWPPP, it will be converted to the On-Site Stormwater Pollution Prevention Plan (OS-SWPPP) which will be kept on-site by the contractor to monitor inspections, deficiencies, and repairs for On-Site Best Management Practices (BMPs).

Upon completion of the Construction Plans and Details and after receiving approval from the Columbus County Economic Development Commission, Alliance Consulting Engineers, Inc. will coordinate submittal of the Permitting Documents to Columbus County and NCDEQ. Any required review and/or impact fees associated with the permitting of the Site Improvements will be the responsibility of the Columbus County Economic Development Commission but will be coordinated by Alliance Consulting Engineers, Inc.

II. COMPENSATION

The following outlines the compensation for these Professional Engineering Services based on our understanding of the project:

1. Phase I ESA	\$ 4,500
2. Jurisdictional Wetlands Delineation and USACE Verification	\$ 8,500
3. Preliminary Cultural Resource Review	\$ 4,000
4. Threatened and Endangered Species Survey	\$ 4,000
5. Design Level Geotechnical Subsurface Exploration	\$20,000
6. Class 'A' Boundary Survey	\$ 3,800
7. Topographic Survey	\$ 8,000
8. Engineering Design, Specifications, and Permitting Services	\$45,000

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III. PROJECT SCHEDULE

Alliance Consulting Engineers, Inc. will initiate Professional Engineering Services within two (2) weeks upon receipt of this approved Proposal and signed Notice to Proceed from the Columbus County Economic Development Commission. Alliance Consulting Engineers, Inc. anticipates that Due Diligence Services will take approximately six (6) to eight (8) weeks to complete. Alliance Consulting Engineers, Inc. anticipates that Construction Drawings will take approximately six (6) to eight (8) weeks to complete. Alliance Consulting Engineers, Inc. will make Permitting submittal within two (2) weeks of final comments from the Columbus County Economic Development Commission and Columbus County. Permitting timeframes will be dependent upon Columbus County and NCDEQ staff workload. This proposal is valid for a period of ten (10) days from the date of this letter.

Alliance Consulting Engineers, Inc. appreciates the opportunity to provide this proposal and look forward to providing our services to the Columbus County Economic Development Commission on this project. Should you have any questions or comments, please do not hesitate to contact us at (803) 779-2078.

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.

Approved By:

COLUMBUS COUNTY ECONOMIC
DEVELOPMENT COMMISSION

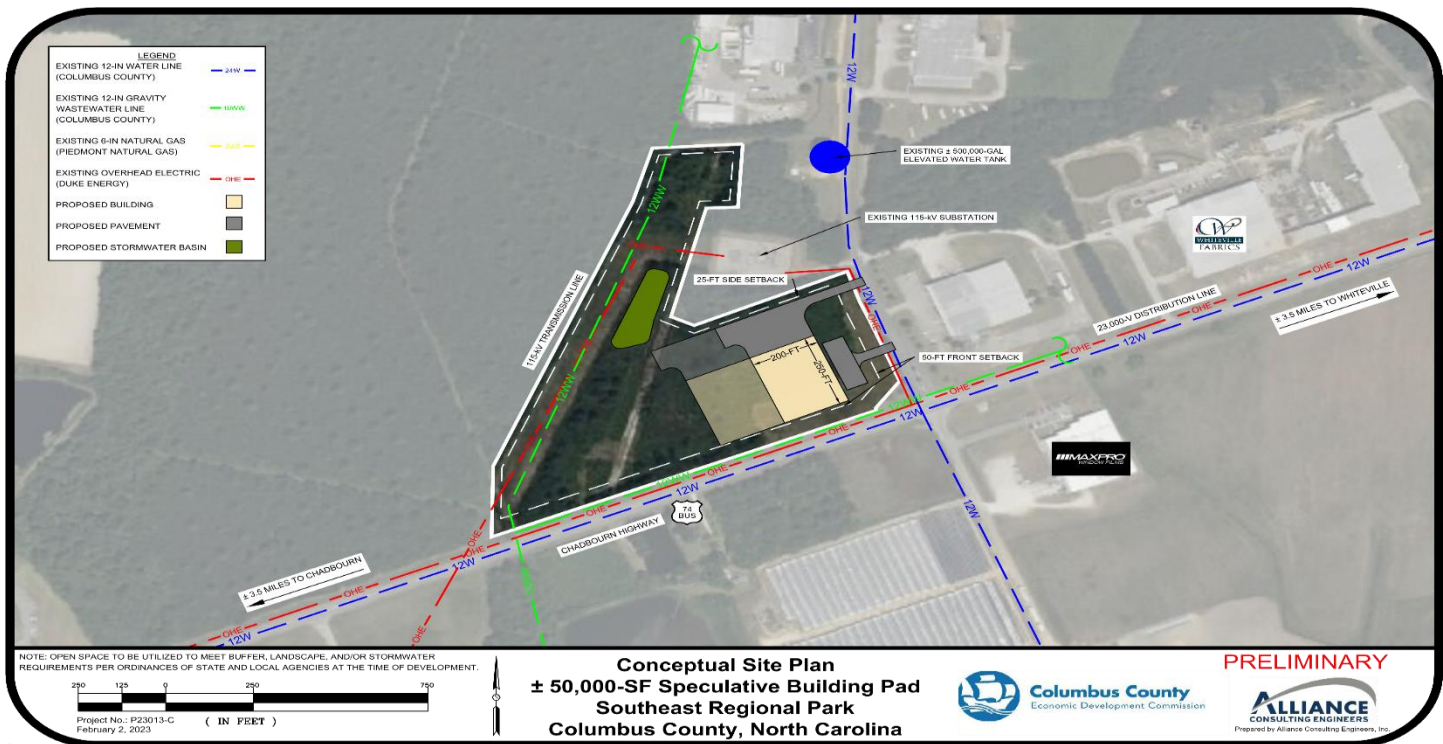


Deepal S. Eliatamby, P.E.
President

Gary Lanier, Ed.D
Economic Development and Planning
Director

Enclosures

Cc: Mr. Dylan Bowen, Columbus County Economic Development Commission,
w/ enclosures
Mr. Kyle M. Clampitt, P.E., Alliance Consulting Engineers, Inc.
Mr. R. Joe Melvin, CEC, Alliance Consulting Engineers, Inc.
Mr. T. Ryan Merritt, E.I.T., LEED Green Associate, Alliance Consulting Engineers, Inc.



Preliminary Cost Opinion

Site Improvements for a ± 50,000-SF Building Pad
 ± 17-acre Columbus Site
 Columbus County, North Carolina

Site Improvements for a ± 50,000-SF Building Pad with One (1) Stormwater Basin					
± 17-acre Columbus Site, Columbus County, North Carolina					
No.	Quantity	Unit	Item Description		Unit Price
1	1	LS	Mobilization/Bonds	\$ 15,000	\$ 15,000
2	11	AC	Site Stripping (Price from Columbus County Economic Development Commission)	\$ 1,250	\$ 13,750
3	2,100	LF	Single Row Silt Fence	\$ 5	\$ 10,500
4	1	LS	Construction Entrance/Exit	\$ 10,000	\$ 10,000
5	8,500	CY	Earthwork (On-Site Excavation/Backfill/Compaction Operations)	\$ 8	\$ 68,000
6	50	CY	Rip Rap Check Dam	\$ 90	\$ 4,500

7	180	CY	Rip Rap Berm (3-Foot Tall, 5 Foot Flat Top, 3:1 Side Slopes)	\$				
	90	\$	16,200					
8	500	LF	Porous Silt Baffles	\$	10	\$	5,000	
9	1 EA Skimmer and Outlet Structure			\$	18,000	\$	18,000	10 60 LF 36-Inch RCP \$
	250	\$	15,000					
11	1	EA	36-Inch Flared End Section	\$	3,000	\$	3,000	
12	15	CY	Rip Rap Outlet Protection	\$	90	\$	1,350	
13	500	SY	Erosion Control Matting (NC-150)	\$	4	\$	2,000	
14	2,500	SY	6-Inch Graded Aggregate Base Course (Gravel Drive and Parking)	\$				
	18	\$	45,000					
15	9	AC	Grassing	\$	3,500	\$	31,500	
							Subtotal: \$	258,800
							Contingency: \$	28,400
							Phase I Environmental Site Assessment: \$	4,500
							Wetlands Delineation and USACE Verification: \$	8,500
							Preliminary Cultural Resources Review: \$	4,000
							Threatened and Endangered Species Survey: \$	4,000
							Class 'A' Boundary Survey: \$	3,800
							Topographic Survey: \$	8,000
							Geotechnical Subsurface Exploration: \$	20,000
							Engineering Design & Permitting: \$	45,000
							Total: \$	385,000

Notes:

1. Alliance Consulting Engineers, Inc. does not guarantee the accuracy of probable costs. Such probable costs represent only Alliance Consulting Engineers, Inc.'s judgement as a professional and are supplied for general guidance of the Columbus County Economic Development Commission.
2. Estimate assumes on-site soils are suitable to meet compaction criteria.
3. Cost of Materials is based on rate of \$79/barrel on crude oil and recent bid climate in the area.
4. Estimate does not include any permitting, review, or impact fees associated with NCDEQ, USACE, NCDOT or Columbus County.
5. Estimate assumes that relocation of existing utilities will not be required.
6. Estimate assumes typical project scope for similar development in the Columbus County area.

Agenda Item #13: ECONOMIC DEVELOPMENT – APPROVAL of CONTRACT:

County Manager Eddie Madden explained to the Columbus County Board of Commissioners' the proposed contract with the Timmons Group to move forward with their work on the identification of possible future industrial park sites. Mr. Madden requested approval of the contract from the commissioners.

MOTION:

Commissioner Byrd made a motion to approve the contract, seconded by Commissioner Featherson. The motion unanimously passed.



March 8, 2023

Mr. Gary Lanier

Director

Columbus County Economic Development and Planning

127 West Webster Street

Whiteville, NC 28472

**ARTICLE IRE: INDUSTRIAL SITE IDENTIFICATION AND EVALUATION
COLUMBUS COUNTY, NORTH CAROLINA**

Dear Mr. Lanier:

It is with great pleasure that we submit the following scope of services for Site Identification and Evaluation for Columbus County. We look forward to helping the County become competitive in Economic Development by helping select sites that will show well in the marketplace while having a reasonable cost of development to maximize the region's return on investment.

This project will be important to help identify and recognize the assets that could be used for long-term economic development.

PROJECT UNDERSTANDING

The objective of this study will be to identify approximately 20 top sites or site clusters (grouping of parcels) that have development potential of 100+ acres and to further evaluate their development potential to identify and rank up to the top 4 sites or site clusters. These sites will aim to maximize the potential Return on Investment (ROI) for the County. As part of this process, we will utilize GIS technology to identify potential sites and collaboratively work with the County and appropriate Stakeholders to rank the best possible site(s) for acquisition and development.

SCOPE OF SERVICES

Following is a proposed scope of services that we believe will best serve the County under this Site Selection Study:

Section 1.1 1. Kickoff Meeting / Initial Stakeholder Engagement (Stakeholder Engagement #1) – Identification of Potential Markets & Infrastructure Needs

Timmons Group will facilitate a kickoff meeting with the County and key Stakeholders identified by the County to include Columbus County Staff, the private sector, utility representatives (water, sewer, electric, natural gas, telecom, etc.), government officials, and regional partners that Columbus County sees fit. The County will ultimately be responsible for helping develop and final approval of this list of stakeholders. This will be a collaborative meeting that will allow everyone input and involvement in this site identification and evaluation process. This meeting is anticipated to be a virtual meeting utilizing an online meeting platform such as Zoom or Microsoft Teams.

In addition, we would develop and circulate the stakeholder on-line survey to provide input at the beginning of the project prior to the Kick-Off Meeting / Initial Stakeholder Engagement.

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To facilitate the meeting, we will utilize a DRAFT Evaluation / Decision Matrix that will begin framing potential items that need to be considered for selection and evaluation of the sites and the potential markets the County would like to pursue.

The intent of this exercise to identify markets / site development criteria that provide the greatest potential Return on Investment (ROI) for the County. We will work with Columbus County Economic Development to assemble information on past project inquiries (RFI's, industry leads, prospect visits, etc.) to help determine and evaluate these potential markets.

We realize that potential markets are constantly changing, and it is difficult to anticipate future markets. It's important to note that we will work with the County to pick sites with the greatest degree of flexibility to accommodate a full range of potential prospects.

Once the potential markets have been established, we will identify the general needs of these potential markets to include the following basic infrastructure requirements generally to include:

1. Utility service provider requirements (power, natural gas, fiber - telecom, water and sewer, etc.)
2. Transportation requirements
3. Basic site development requirements
4. Desired building footprints
5. Other items that could affect cost and ability to develop the site

The intent of this kickoff meeting is to “leave no stone unturned” and fully understand and articulate the desired outcome the County and the stakeholders have for these potential parks.

Prior to the meeting, Timmons Group will work with the County to research potential issues as well as items to consider in the current Economic Development marketplace and prepare a presentation to help facilitate the discussion.

2. GIS Database Development and General Site Selection / Identification for top 20 Sites

Section 1.2 Existing Data Collection

Timmons Group will assemble all readily available GIS data from local, regional and national databases as well as the locality. Information we will attempt to obtain shall include the following at a minimum:

1. Utilities
2. USGS, LiDAR or County topographical mapping (identifying range of elevations)
3. Parcel information
4. Road centerlines
5. Buildings
6. Aerial photography
7. National wetlands inventory or formal wetlands delineation (if available)
8. Floodplain (if applicable)
9. National hydrography dataset
10. Setbacks
11. Zoning
12. Water & sewer utilities
13. Electrical transmission information
14. Railroads
15. Airports

Section 1.3 Database Design & Development

We will create an ArcGIS Pro geodatabase data model to support a locality database. The design of the database will focus on providing data from the locality in an easily identifiable, scalable, and uniform presentation.

Section 1.4 General Site Selection Approach

Using the GIS data gathered from the locality and other sources the initial site/area selections will be based on the following general criteria to determine the total number of sites available.

1. 100+ combined acres minimum
2. Limited landowners (6 or less is ideal)
3. Potential brownfield (existing or redevelopment) sites
4. Avoidance of floodplain in the developable footprint
5. Avoid proximity to quarries/blasting operations, major cooling towers, or other sources of particulate emissions or odors
6. Average slope <15% for minimum 100-acre pad site
7. Buffered from residential areas
8. Regular configuration (i.e. square or rectangular)
9. Preference for high visibility (interstate or four lane divided highway frontage)
10. Two separate access points leading to an interstate or a four-lane divided highway (limited access) located within 2 miles of the site
11. Main line rail within 1 mile of site
12. Utilities (power, water, sewer, fiber, etc.) within 2 miles of the sites
13. Other criteria the County or Stakeholders and Timmons Group might deem appropriate

Section 1.5 Develop Evaluation / Decision Matrix Framework

Once the database has been developed, we will adjust the criteria accordingly (more restrictive to less restrictive) until we've identified approximately 20 most appropriate sites that fit the criteria set forth above to evaluate these sites and place them into an Evaluation / Decision Matrix Framework.

Section 1.6 Stakeholder Engagement #2 – Online Survey and Down Selection of Sites

At the end of this phase of the study, we will review the sites with Columbus County Economic Development and provide an online site survey with the Stakeholder group. Based on the feedback from the Stakeholder site survey and discussions with Columbus County Economic Development, the 4 best sites will be identified for further evaluation.

(a) 3. Evaluation of up to 4 Initial Sites and Ranking of Sites

Once the top sites have been selected, Timmons Group will utilize the ArcGIS Pro platform developed above to assemble the following information for all the selected sites. Upon approval by Columbus County, we will incorporate the sites that Timmons Group has evaluated on behalf of Columbus County into the site evaluation matrix. We will develop base maps for each site to include the following:

Base Maps

Develop base mapping for each site to include the following at a minimum:

1. USGS or County topographical mapping (identifying range of elevations)
2. Parcel information
3. Aerial photography
4. National wetlands inventory or formal wetlands delineation (if available) 5. Floodplain (if applicable)
6. Zoning
7. Water & sewer utilities (both on and off-site)
8. Transportation Infrastructure (both on and off-site)
9. Dry Utilities (both on and off-site) to include, Electric Transmission Lines, Natural Gas Transmission Lines, and Fiber

Once the base maps are complete for each site, Timmons Group will perform detailed site analysis and necessary field investigations, including “windshield” tours, to develop a detailed assessment of the sites based on the following criteria:

1. Available acreage / developable acreage
2. Site location relative to other developed areas
3. Accessibility to transportation networks
4. Topography
5. Environmental issues
6. Water & sewer availability
7. Rail access (if applicable)
8. Access to utility service providers

9. Potential on-site utility conflicts (powerline easements, etc.)
10. Zoning / land use (current and adjacent properties)
11. Build out potential (potential square footage / preliminary master planning)

Section 1.7 Stakeholder Engagement #3 – Review and Finalization of Top Ranked Sites

Upon completion of the detailed evaluation of the top sites and initial rankings, we will review the final rankings and site features in detail with the Stakeholders. The primary objective of this meeting is to develop consensus among the Stakeholders for the top 2-3 sites for potential acquisition and development. If needed, we will slightly adjust the weighted rankings.

(a) 4. Online Tool Subscription Access

At the conclusion of the study, Timmons Group will provide subscription access to the online site selection tool for future evaluation / review of potential sites or parcels in Columbus County.

PROJECT DELIVERABLES

Given the confidential and sensitive nature of site selection studies and property owner negotiations, we will work with the County to determine which portions of the deliverables should be kept confidential and identify strategies to ensure that confidentiality under the Freedom of Information Act (FOIA).

1. Overview map identifying the development corridors and potential properties / sites
2. Available property information (owners, property size, zoning, etc.)
3. Constraints mapping for each potential site
4. Build-out analysis / preliminary master planning for the top sites
5. Confidential Final Report detailing each site's characteristics
6. Site Evaluation / Decision Matrix with weighted criteria for selected sites

COLUMBUS COUNTY RESPONSIBILITIES

1. Coordination of meetings with County, partners, utility service providers and potential stakeholders
2. Assist with acquisition of GIS and other information from the locality and participating organizations (parcels, property owner information, etc.)

3. Provide information regarding past projects / inquiries (RFI's, industry leads, prospect visits, etc.) from the County or Southside region
4. Work with Timmons Group and Stakeholders to identify potentially cooperative property owners once sites have been selected
5. Assist with acquiring system information from service providers (Water & sewer, electric, natural gas, fiber, rail, etc.) as necessary

PROJECT SCHEDULE

We are prepared to begin work immediately upon notice to proceed and will endeavor to complete the above referenced work within approximately 6-7 months from notice to proceed. This will be dependent upon the availability and timely responsiveness of the locality, key stakeholders, and utility partners to provide detailed site information as requested.

PROPOSED FEE SCHEDULE

Timmons Group proposes to provide the above referenced services on a lump-sum fixed-fee basis in accordance with the following schedule:

1. Stakeholder Engagement (1 in-person & 2 virtual meetings)	\$ 9,500
2. GIS Database development & Site Selection / Identification of 20 sites	\$ 16,500
3. Detailed Evaluation & Ranking of top 4 sites (additional sites \$5,000 / site)	\$ 20,000
4. Online Tool Subscription Access (\$2,000 / year; budgeted for 2 years)	\$ 4,000
<i>Total Proposed Budget & Fee Schedule*</i>	<i>\$ 50,000</i>
<i>North Carolina's Electric Cooperatives Contribution</i>	<i>\$ 5,000</i>
<i>Columbus County's Contribution</i>	<i>\$ 45,000</i>

**Additional services above and beyond this original scope can be provided on a time & material basis or based on an agreed upon lump sum fixed-fee scope.*

Timmons Group will be glad to provide Additional Services as requested such as Return on Investment Analysis, Order of Magnitude Cost Estimates, 3-D renderings, drone footage, video renderings, marketing materials, site due diligence, Tier Assessment reports, etc. as deemed appropriate by the County.

Should you have any questions or need any additional information, please don't hesitate to contact us at your earliest convenience.

Respectfully submitted,


Joseph C. Hines, PE, MBA
PE, PLA, LEED

Sr. Principal – Director of Econ Dev / Site Selection



Blake Hall,

Principal


Garland “Mac” McKenzie, PE

Sr. Project Manager



Clay Cundiff, PE

Project Manager - Sr. Technical Lead

ARTICLE II APPROVED BY: COLUMBUS COUNTY

Signature

Date

Printed Name

Title

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described above in the Letter of Agreement from TIMMONS GROUP to which these Terms and Conditions are attached. Separate Change Orders signed by authorized representatives of TIMMONS GROUP and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. TIMMONS GROUP services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the “Project” or “Projects.”
2. **DEFINED TERMS:** Capitalized terms used in this Exhibit A but not defined shall share the meanings ascribed in the Letter of Agreement.
3. **STANDARD OF CARE:** In providing services under this Agreement, TIMMONS GROUP will endeavor to perform in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. It is not the intention of TIMMONS GROUP to provide or offer to provide services inconsistent with or contrary to such practices, nor to make any warranty or guaranty, expressed or implied, nor to have any agreement or contract for services subject to provisions of any section of any Uniform Commercial Code. Moreover, it is not the intention of TIMMONS GROUP to accept any terms

and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed except as set forth herein or as expressly accepted in writing. Written acknowledgement or receipt of the actual performance of services subsequent to receipt of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

4. **CODE COMPLIANCE:** TIMMONS GROUP shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement. Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order and TIMMONS GROUP shall be entitled to appropriate additional compensation. The Client understands that different officials charged with the enforcement of such codes, laws, regulations and policies of regulatory agencies may have different or inconsistent interpretations of the requirements of such codes, laws, regulations and policies of regulatory agencies, and that TIMMONS GROUP shall not be liable for any damages arising from conflicting interpretations by different officials. In the event of a conflict between the codes, laws, regulations or policies of regulatory agencies which apply to the Project, TIMMONS GROUP shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with TIMMONS GROUP in an effort to resolve the conflict.

5. **ELECTRONIC FILES:** Because of the possibility that information and data delivered in an electric file format may be altered, whether inadvertently or otherwise, TIMMONS GROUP reserves the right to retain the original tapes, disks and other forms of electronic data, and to remove from copies provided to the Client all identification reflecting the involvement of TIMMONS GROUP in their preparation. TIMMONS GROUP also reserves the right to retain hard copy originals of all Project documentation which is delivered to the Client in electronic file format, which originals shall govern in the event of any inconsistency between the two. It is also understood that the automated conversion of information and data from the system and format used by TIMMONS GROUP to an alternate system or format may not be able to be accomplished without the introduction of inaccuracies, errors and anomalies. In the event any Project documentation provided to the Client in electronic file format is so converted by the Client, or someone acting on the Client's behalf, Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold TIMMONS GROUP harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

6. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of North Carolina.

7. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and TIMMONS GROUP.

8. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and TIMMONS GROUP, such consent not to be unreasonably withheld.

9. **PROJECT SITE SAFETY:** TIMMONS GROUP's Project site responsibilities are limited solely to the activities of TIMMONS GROUP and TIMMONS GROUP's employees on the Project site. These responsibilities shall not be inferred by any party to mean that TIMMONS GROUP has responsibility for Project site safety. The Client and TIMMONS GROUP agree that Project site safety is the sole and exclusive responsibility of the Project's owners or contractor(s). The parties likewise

agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that TIMMONS GROUP shall have no obligations relating to these contractor(s) duties.

- 10. LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of TIMMONS GROUP and its officers, directors, shareholders, partners, employees, agents and sub consultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed the total compensation received over the past six calendar months by TIMMONS GROUP under this Agreement, or \$50,000, whichever is greater.
- 11. INDEMNIFICATION:** TIMMONS GROUP agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by TIMMONS GROUP or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TIMMONS GROUP, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither TIMMONS GROUP nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Agenda Item #14: COOPERATIVE EXTENSION – MOA for AQUATIC PLANTS:

Howard Wallace and Program Manager Rob Emens from the NC Department of Environmental Quality requested approval of a Memorandum of Agreement (MOA) and Project Ordinance for additional funds to continue the eradication of Giant Salvinia in Columbus County

MOTION:

Commissioner Byrd made a motion to approve the MOA and Project Ordinance, seconded by Vice Chairman Coleman. The motion unanimously passed.

State of North Carolina
 County of Wake
 MEMORANDUM OF AGREEMENT
 Between the
NC Department of Environmental Quality,
Division of Water Resources

and

Columbus County

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

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

THEREFORE, the Parties do mutually agree as follows:

1. Contractual Status: The County agrees that the NCDEQ shall perform the services herein set forth; provided that the NCDEQ is not and will not by virtue of this contract acquire the status of an employee of the County.
2. Time of Performance: The effective date of this Agreement is the date of last signature and ends June 30, 2024. This agreement may be extended if written Amendments are signed by both Parties.
3. Time of Essence: Time is of the essence in performing all activities regarding this Agreement.
4. Background:
 - a. The North Carolina Aquatic Weed Control Program is housed within the NCDEQ. The program provides assistance to units of local government for the purpose of managing noxious aquatic weeds (per Aquatic Weed Control Act of 1991, NC General Statutes, Article 15 of Chapter 113). An infestation of Giant Salvinia occurs at Gapway Swamp.

Giant Salvinia is recognized by the NCDEQ as a noxious aquatic weed. Furthermore, Giant Salvinia is a regulated plant, whereas the movement, trade, culture, etc. is prohibited in the State of North Carolina.

- b. The NCDEQ intends to use the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund to support management activities hereinafter described. A statutory requirement for the use of these funds is matching dollars. Specifically, "The cost share for an aquatic weed control project shall be at least one non-State dollar for every dollar from the Fund." § 143-215.73F (c) (3).

https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_1_43-215.73F.pdf

5. Scope of Work: NCDEQ will coordinate environmental management activities for the purpose of removing the noxious aquatic weed Giant Salvinia from Gapway Swamp. NCDEQ may retain services from a 3rd party vendor(s) to assist with the implementation of this aquatic weed control project. NCDEQ personnel (Aquatic Weed Program staff) will conduct survey/monitoring fieldwork to determine the extent of the Giant Salvinia infestation. NCDEQ personnel (Aquatic Weed Program staff) will conduct herbicide applications and determine efficacy of herbicide treatments. NCDEQ will provide all equipment and materials, except that a 3rd party vendor(s) may provide necessary equipment and material per contract specifications.

6. Deliverables: The NCDEQ shall provide invoices with supporting documentation that illustrate itemized expended amounts. The NCDEQ will determine the accuracy of any relative 3rd party vendor invoices and actual 3rd party vendor performance.

7. Compensation/Reimbursements: The County agree that it will pay the NCDEQ the amount of invoices net 15 days. The estimated total costs and cost-share schedule is listed below:

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processing
payments may

Item Description	Service Provider	Estimated Cost
Treatment design/prescription, herbicide products, herbicide applications, analytical services, clearing, surveying/monitoring and contract oversight.	DWR (Aquatic Weed Program) and/or 3 rd party vendor(s)	\$124,000
NCDEQ Cost-share (50%)		\$62,000
Columbus County Cost-share (50%)		\$62,000

This Agreement cost shall not exceed \$124,000. If actual costs are less than the total not to exceed amount, the maximum expenditure invoiced shall be one half of the actual expenses.

8. Payments: Payment under this Agreement will be made upon receipt of an invoice with supporting documentation from the NCDEQ setting forth the amount due and payable pursuant to Paragraph 7 of this Agreement. All services must be performed to the satisfaction of the County prior to any payment being made. All invoices shall be submitted via mail to:

Lacie Jacobs

Columbus County Finance Director

•+10-Pmckney-Street—• W.

Whiteville, NC 28472

9. Payment Terms: Payment terms are not later 15 calendar days after receipt of correct invoice(s).

Webster
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10. Point of Contact: All matters regarding this Memorandum of Agreement and all official and binding communications shall be with the designated Point of Contact who is an authorized agent of their respective organization. The table below identifies each Point of Contact:

NCDEQ	Columbus County
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Rob Emens (919) 707-9012 rob.emens@ncdenr.gov	Howard Wallace Cooperative Extension Director (910) 640-6605 hmwallac@ncsu.edu
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11. Availability of Funds: Any and all services provided by the NCDEQ including services provided through NCDEQ contracts with 3rd parties, are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.

12. State of North Carolina liability: The County will hold the State harmless from any damages that may result from the implementation of Giant Salvinia management activities.

13. Public notices: For all waters that will be subjected to herbicide treatments in association with this project the County will be responsible for notifying all landowners whose property is adjacent to such waters and for sponsoring any public information meetings that may be needed.

14. Compliance with Laws: All Parties shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

15. Governing Law: This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to conflict of law

16. Situs: The place of this Agreement, its situs and forum, shall be Raleigh, North Carolina, where all matters, whether sounding in Agreement or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

17. Amendments: This Agreement shall not be amended orally or by performance, but only by written amendments duly executed by all Parties.

18. Termination: Either Party may terminate this Agreement at any time by 30 days' notice in writing to the other Party. In that event, the County and/or NCDEQ shall pay for services satisfactorily completed by 3rd party vendor(s), and all Parties will be invoiced their cost share through effective termination date.

19. Order of precedence: In cases of conflict between specific provisions in this Agreement or amendments that may come to pass, the order of precedence shall be (high to low) (1) amendments; (2) agreement.

20. Signatures: This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the

Parties to utilize electronic signatures and the intent of the Parties to comply with Article 1 IA and Article 40 of North Carolina General Statute Chapter 66.

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

COLUMBUS COUNTY

 Ricky Bullard, Chairman of the Columbus County Board of Commissioners Date _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act for Fiscal Year 2022-2023.

 Finance Officer Date _____

Approved as to form: _____

 County Attorney Date _____

NC DEPARTMENT OF ENVIRONMENTAL QUALITY

 Authorized agent (print name)

 signature

 Date

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance amending appropriations to the
Aquatic Weed Control Project Fund (Fund 90)
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 **NC Aquatic Weed Control Program Project** as of March 21, 2023, pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2022.

Source of Revenue

90-3481-498001	Transfer from General Fund	\$ <u>62,000</u>
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Total Revenue		\$ <u>62,000</u>
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Project Appropriations

		\$ 62,000
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90-4949-519001	Contracted Services	\$ <u>62,000</u>
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Total Appropriations		
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Description: Columbus County has entered into an agreement to pursue a Giant Salvinia eradication project at Gapway Swamp. This project ordinance is based on the terms and conditions approved in the MOA adopted on March 21st, 2023 by the Columbus County Board of Commissioners.

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

Section 3: The Finance Director is hereby directed to maintain within the 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 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 amendment shall become effective on March 21, 2023.

ADOPTED, this 21st day of March, 2023.

Ricky Bullard, Chairman
Columbus County Board of Commissioners

Jana Nealey, Clerk to the Board

Agenda Item #15: ATTORNEY'S OFFICE- APPROVAL of LEASE AGREEMENT, ADDITIONAL CLOSING DOCUMENTS and AUTHORITY to COUNTY MANAGER to EXECUTE DOCUMENTS for WEST COLUMBUS SCHOOL:

Staff Attorney Amanda Prince requested approval of the lease agreement between Columbus County and the Columbus County Board of Education, additional closing documents, and authority to the County Manager to execute documents in reference to the loan closing for West Columbus School.

MOTION:

Commissioner Byrd made a motion to approve the Lease Agreement, Second by Commissioner Smith. The motion unanimously passed.

LEASE

by and between

COUNTY OF COLUMBUS, NORTH CAROLINA

AS LESSOR

and

COLUMBUS COUNTY SCHOOLS BOARD OF EDUCATION

AS LESSEE

Dated as of March __, 2023

After recording, please return to:

Brandon Lofton, Esq.

Robinson, Bradshaw & Hinson, P.A.

101 North Tryon Street, Suite 1900

Charlotte, North Carolina 28246

This document was prepared by:

Brandon Lofton, Esq.

Robinson, Bradshaw & Hinson, P.A.

101 North Tryon Street, Suite 1900

Charlotte, North Carolina 28246

LEASE

THIS LEASE, dated as of March __, 2023, and entered into by and between the **COUNTY OF COLUMBUS, NORTH CAROLINA**, a political subdivision of the State of North Carolina, as lessor (the “County”), and the **COLUMBUS COUNTY SCHOOLS BOARD OF EDUCATION**, a body corporate which has general control and supervision of all matters pertaining to the public schools in the Columbus County Schools, its respective school administrative unit, and is duly organized and existing under the laws of the State of North Carolina (the “Board of Education”),

WITNESSETH:

WHEREAS, the County and the Board of Education have determined to cooperate in a plan to refinance a portion of the cost of a project which each has found to be necessary and desirable to provide for improved public school facilities and improved public education in the County; and

WHEREAS, such project consists of renovating, expanding, equipping and improving an existing school facility known as West Columbus School (the “Project”); and

WHEREAS, as a part of such plan, the County has entered into an Installment Purchase Contract, dated as of March __, 2023 (the “Installment Purchase Contract”), between the County and the United States of America acting by and through the Rural Housing Service or Rural Utilities Service, an agency of the United States Department of Agriculture providing for the refinancing of the cost of the Project; and

WHEREAS, as a part of such plan, the Board of Education has executed a General Warranty Deed conveying the Site and the improvements thereon to the County; and

WHEREAS, as a part of such plan, the County proposes to lease the Site and the improvements thereon (collectively the “Leased Property”) to the Board of Education and the Board of Education has determined to lease the Leased Property from the County;

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

ARTICLE I

DEFINITIONS; RULE OF CONSTRUCTION

All capitalized terms used in this Lease and not otherwise defined herein shall have the meanings assigned to them in the Installment Purchase Contract, unless the context clearly requires otherwise. In addition, the following terms will have the meanings specified below, unless the context clearly requires otherwise:

“Board of Education Representative” means any person at the time designated, by a written certificate furnished to the County and signed on the Board of Education’s behalf by its Chairman, to act on the Board of Education’s behalf for the purpose of performing any act under this Lease.

“Closing Date” means the date on which the Installment Purchase Contract takes effect.

“County Representative” means any person at the time designated, by a written certificate furnished to the Board of Education and signed on the County’s behalf by the Chairman of its Board of Commissioners, to act on the County’s behalf for the purpose of performing any act under this Lease.

“Event of Default” means one or more events of default as defined in **Section 12.1** hereof.

“Lease” means this Lease, as it may be duly amended.

“Lease Term” means the term of this Lease as determined pursuant to Article IV.

“Lease Year” means, initially, from the Closing Date through December 31, 2023, and, thereafter, means the twelve-month period of each year commencing on January 1 and ending on the next December 31.

“Leased Property” means the Site and the improvements thereon.

“Site” means the real property described in Exhibit A hereto.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

The County and the Board of Education each represent, covenant and warrant for the other’s benefit as follows:

(1) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, results or will result in a breach of the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(2) To the knowledge of each party, there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Lease or to comply with its obligations under this Lease. Neither the execution and delivery of this Lease by such party, nor compliance by such party with its obligations under this Lease, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

ARTICLE III

DEMISING CLAUSE

The County hereby leases the Leased Property to the Board of Education and the Board of Education hereby leases the Leased Property from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

4.1 Commencement. The Lease Term shall commence on the Closing Date.

4.2 Termination. The Lease Term shall terminate upon the earlier of either of the following events:

- (a) the termination of the Installment Purchase Contract or
- (b) an Event of Default and termination by the County pursuant to Article XII.

Termination of the Lease Term shall terminate the County's obligations under this Lease and the Board of Education's rights of possession under this Lease.

ARTICLE V

QUIET ENJOYMENT; PURCHASE OPTION

5.1 Quiet Enjoyment. The County hereby covenants that the Board of Education shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Property during the Lease Term. The County shall, at the Board of Education's request and the County's cost, join and cooperate fully in any legal action in which the Board of Education asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental

charges on or in connection with the Leased Property. In addition, the Board of Education may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible, and at the Board of Education's expense) in any action affecting its liabilities hereunder.

The provisions of this Article shall be subject to rights to inspect the Leased Property granted to parties under the Installment Purchase Contract or the Trust Agreement and to the right hereby reserved to the County to inspect the Leased Property at any reasonable time.

5.2 Purchase Option. The Board of Education shall have the option to purchase a portion or all of the Leased Property at the end of the Lease Term upon payment by the County of all of the Installment Payments and the Additional Payments and upon payment to the County of a purchase option price of \$100. The Board of Education shall notify the County in writing of its exercising of this option after any such partial release of the Mortgaged Property or after the end of the Lease Term, as may be applicable, and within forty-five (45) days after such notification the County shall execute and deliver to the Board of Education a quit-claim deed with a covenant against grantor's acts, if applicable, together with such other documents as are necessary to convey to the Board of Education good and marketable title to the respective Leased Property, subject only to (a) Permitted Encumbrances and (b) any encumbrance or imperfection caused by or attributable to the Board of Education.

ARTICLE VI

CONSIDERATION FOR LEASE

6.1 Use of Leased Property; Assumption of Obligations. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to use the Leased Property for public school or other public education purposes in fulfillment of its obligation, shared by the County, to provide for improved public education in the County. In addition, in consideration of its rights under this Lease, the Board of Education undertakes the obligations imposed on it hereunder, including those imposed by **Section 8.1** hereof.

6.2 Payments. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to pay to the County annual rent in the amount of \$1 payable in advance on the Closing Date (receipt of which is hereby acknowledged) and on the first day of each Lease Year thereafter.

ARTICLE VII

MAINTENANCE AND MODIFICATION OF LEASED PROPERTY AND CERTAIN RELATED COVENANTS

7.1 [Reserved].

7.2 Maintenance, Repair, Taxes and Assessments.

(a) Maintenance; Repair. The Board of Education shall use, or cause to be used, the Leased Property in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole expense, shall service, repair, maintain and insure, or cause to be serviced, repaired, maintained and insured, the Leased Property so as to keep the Leased Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted.

(b) Taxes and Assessments. The Board of Education shall also pay, or cause to be paid, all taxes and assessments, including, but not limited to, utility charges, of any type or nature levied, assessed or charged against any portion of the Leased Property, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Board of Education shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) Contests. The Board of Education may, at its sole expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the County with the opinion of an Independent Counsel, to the effect that, by nonpayment of any such items, the interest of the County in the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. The County will cooperate fully in such contest upon the request and at the expense of the Board of Education.

7.3 Modification of Leased Property, Liens.

(a) Additions, Modifications and Improvements. The Board of Education shall, at its own expense, have the right to make, or cause to be made, additions, modifications and improvements to any portion of the Leased Property if such additions, modifications or improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would cause the interest components of the Installment Payments to be includable in gross income for purposes of federal income taxation under Section 103 of the Internal Revenue Code of 1986, as amended; and the Leased Property, upon completion of any such additions, modifications and improvements, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) Liens. The Board of Education will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Board of Education to the Leased Property; provided that, if any such lien is filed or established and the Board of Education shall first notify, or cause to be notified, the County of the Board of Education's intention to do so, the Board of Education may in good faith contest any lien filed or established against the Leased Property and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the County with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the County. The County will cooperate fully in any such contest upon the request and at the expense of the Board of Education.

Except as provided in this Article and except as the County may consent thereto, which consent shall not be unreasonably withheld, the Board of Education shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than the respective rights of the Board of Education and the County as herein provided. Except as provided in this Article, the Board of Education shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which it is responsible, if the same shall arise at any time; provided that the Board of Education may contest such liens, charges, encumbrances, or claims if it desires to do so. The Board of Education shall reimburse the County for any expense incurred by the County in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE VIII

BOARD OF EDUCATION'S ASSUMPTION OF COUNTY'S OBLIGATIONS

8.1 Assumption of Obligations. The Board of Education hereby assumes all the County's obligations under the Installment Purchase Contract regarding the use, care, operation, maintenance, repair, replacement and insurance of the Leased Property and the payment of taxes, assessments, utility charges and other charges and the prevention of liens with respect to the Leased Property. It is expressly understood that the Board of Education shall not assume the County's obligation under the Installment Purchase Contract to pay the Installment Payments and that the Board of Education shall not indemnify the County or any other party to the Installment Purchase Contract for third-party claims asserted against any party to the Installment Purchase Contract relating to the payment of the Installment Payments.

8.2 Transfer of Rights. In order to allow the Board of Education to carry out the County's obligations under the Installment Purchase Contract to be assumed by the Board of Education, the County hereby transfers its rights under the Installment Purchase Contract regarding such obligations to the Board of Education. Nothing in this Section, however, shall be construed as in any way delegating to the Board of Education any of the County's rights or responsibilities to make decisions regarding the Board of Education's capital and operating budgets or otherwise covenanting that funds for such purposes will be appropriated or available.

8.3 Board of Education's General Covenant. The Board of Education further undertakes not to take or omit to take any action the taking or omission of which would cause the County to be in default in any manner under the Installment Purchase Contract. In particular, the Board of Education covenants not to make any use of the Leased Property that would cause the County's obligations to make Installment Payments under the Installment Purchase Contract to be "private activity bonds" within the meaning of the Internal Revenue Code of 1986, as amended. If the Board of Education shall take or omit to take any such action, then the Board of Education shall proceed with all due diligence to take such action as may be necessary to cure such default.

8.4 County's Cooperation. The County shall cooperate fully with the Board of Education in filing any proof of loss or taking any other action under this Lease. In no event shall the County or the Board of Education voluntarily settle, or consent to the settlement of, any

proceeding arising out of any insurance claim with respect to the Leased Property without the other's written consent.

8.5 Advances; Performance of Obligations. If the Board of Education shall fail to pay any amount required to be paid by it under this Lease, or fails to take any other action required of it under this Lease, then the County may (but shall be under no obligation to) pay such amount or perform such other obligation. The Board of Education agrees to reimburse the County for any such payment or for its costs incurred in connection with performing such other obligation.

ARTICLE IX

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

9.1 Disclaimer of Warranties. THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR USE OF THE LEASED PROPERTY OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF. In no event shall the County be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by anyone of any item, product or service provided for herein.

9.2 Further Assurances; Corrective Instruments. The Board of Education and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

9.3 Board of Education and County Representatives. Whenever under the provisions hereof the approval of the Board of Education or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Board of Education by the Board of Education Representative and for the County by the County Representative, and the Board of Education and the County shall be authorized to act on any such approval or request of such representative of the other.

9.4 Compliance with Requirements. During the Lease Term, the Board of Education and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Leased Property or any portion thereof.

ARTICLE X

TITLE TO LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

10.1 Title to Leased Property. Except for personal property purchased by the Board of Education at its own expense, title to the Leased Property and any and all additions and modifications to or replacements of any portion of the Leased Property shall be held in the County's name, subject only to Permitted Encumbrances, until foreclosed upon as provided in the Deed of Trust or conveyed as provided in this Lease, notwithstanding (a) the occurrence of one or more events of default as defined in the Installment Purchase Contract; (b) the occurrence of any event of damage, destruction, condemnation or construction or title defect; or (c) the violation by the County of any provision of this Lease.

The Board of Education shall have no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property, except as expressly set forth in this Lease.

ARTICLE XI

SUBLEASING AND INDEMNIFICATION

11.1 Board of Education's Subleasing. The Board of Education may not sublease the Leased Property, in whole or in part, except as provided in the Installment Purchase Contract.

11.2 Indemnification. Except as provided in **Section 8.1** hereof, to the extent permitted by law, the Board of Education shall and hereby agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Leased Property by the Board of Education during the Lease Term, including any claims arising from: (a) any condition of the Leased Property, (b) any act of negligence of the Board of Education or of any of its agents, contractors or employees or any violation of law by the Board of Education or breach of any covenant or warranty by the Board of Education hereunder or (c) the incurrence of any cost or expense in connection with the construction and other accomplishment of the Project in excess of the moneys available therefor in the Project Fund. The Board of Education shall be notified promptly by the County of any action or proceeding brought in connection with any claims arising out of circumstances described in (a), (b) or (c) above.

ARTICLE XII

EVENTS OF DEFAULT

12.1 Events of Default. Each of the following shall be an "Event of Default" under this Lease and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

- (a) The Board of Education's failure to make any payments hereunder when due.

(b) The Board of Education's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the Board of Education by the County, unless the County shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, the County shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Board of Education within the applicable period and diligently pursued until such failure is corrected and, further, that if by reason of any event or occurrence constituting force majeure the Board of Education is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in **Section 6.2** or **8.1** hereof), the Board of Education shall not be deemed in default during the continuance of such event or occurrence.

(c) The dissolution or liquidation of the Board of Education or the voluntary initiation by the Board of Education of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Board of Education of any such proceeding which shall remain undismissed for sixty (60) days, or the entry by the Board of Education into an agreement of composition with creditors or the Board of Education's failure generally to pay its debts as they become due.

12.2 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the County may take one or any combination of the following remedial steps:

(a) Terminate this Lease, evict the Board of Education from the Leased Property or any portion thereof and re-lease the Leased Property or any portion thereof.

(b) Have reasonable access to and inspect, examine and make copies of the Board of Education's books and records and accounts during the Board of Education's regular business hours, if reasonably necessary in the County's opinion.

(c) Take whatever action at law or in equity may appear necessary or desirable, including the appointment of a receiver, to collect the amounts then due, or to enforce performance and observance of any obligation, agreement or covenant of the Board of Education under this Lease.

Any amount collected pursuant to action taken under this Section shall be applied as the County may determine.

12.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the County is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, and any such right and power may be exercised from time to time as may be deemed expedient. In order to entitle the County to exercise any remedy reserved in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

12.4 Waivers. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

12.5 Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. The Board of Education and County agree, to the extent permitted by law, that in the case of a termination of the Lease Term by reason of an Event of Default, neither the Board of Education nor the County nor any one claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of any remedy provided hereunder; and the Board of Education and the County, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

12.6 Subordination. This Lease shall be subordinate to the Deed of Trust.

ARTICLE XIII

MISCELLANEOUS

13.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given if given by United States mail in certified form, postage prepaid, and shall be deemed to have been received five Business Days after deposit in the United States mail in certified form, postage prepaid, as follows:

- (a) If intended for the County, addressed to it at the following address:

County of Columbus, North Carolina
112 West Smith Street
Whiteville, North Carolina 28472
Attention: Finance Director

- (b) If intended for the Board of Education, addressed to it at the following address:

Columbus County Schools Board of Education
817 Washington Street
Whiteville, North Carolina 28472
Attention: Superintendent

13.2 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Board of Education and the County, subject, however, to the limitations contained in Article XI.

13.3 Net Lease. This Lease shall be deemed and construed to be a “net lease,” and the Board of Education shall pay absolutely net during the Lease Term all other payments required hereunder, free of any deductions, and without abatement or setoff.

13.4 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall not be a Business Day, such payment may be made or act performed or right exercised on the next preceding day that is a Business Day with the same force and effect as if done on the nominal date provided in this Lease.

13.5 E-Verify Covenant. The Board of Education understands that (1) “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and (2) Article 2 of Chapter 64 of the General Statutes of North Carolina, as amended (the “E-Verify Statute”), requires employers (as defined in the E-Verify Statute) to verify the work authorization of an employee (as defined in the E-Verify Statute) hired to work in the United States through E-Verify. The Board of Education and the Board of Education’s subcontractors under this Lease shall comply with the requirements of the E-Verify Statute.

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

13.7 Severability. In the event that any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13.8 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13.9 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State. Jurisdiction for the resolution of any conflict arising from this Lease shall lie with the General Court of Justice of the State with venue in County of Columbus, North Carolina.

13.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

13.11 Waiver of Purchase Option. By executing and delivering this Lease, the parties hereby acknowledge and agree that the Lease dated as of April 20, 2021 (the “Original Lease”) by and between the County and the Board of Education is hereby terminated. Notwithstanding anything contained in the Original Lease to the contrary, the Board of Education hereby waives any purchase rights or options to purchase contained therein.

13.12 Memorandum of Lease. At the request of either party, the County and the Board of Education shall, on or before the Closing Date, execute a memorandum of this Lease legally sufficient to comply with the laws of the State.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the day and year first above written.

COUNTY OF COLUMBUS, NORTH CAROLINA

By: _____
Chairman of the Board of Commissioners

[SEAL]
Attest:

Clerk to the Board of
Commissioners for the County

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

Finance Officer

COLUMBUS COUNTY SCHOOLS BOARD OF EDUCATION

[SEAL]

By: _____
Chairman of the Board of Education

Attest:

Secretary of the Board of Education

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

Chief Financial Officer

STATE OF NORTH CAROLINA)

)

COUNTY OF COLUMBUS)

I, _____ a Notary Public of the County and State
aforesaid, certify that Jana Nealey personally came before me this day and acknowledged that she is the
Clerk to the Board of Commissioners for County of Columbus, North Carolina and that by authority duly
given and as the act of said County, the foregoing instrument was signed in its name by the Chairman of
the Board of Commissioners of said County and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal, this the _____ day of March, 2023.

Notary Public

Printed Name

My Commission Expires: _____

STATE OF NORTH CAROLINA)

)

COUNTY OF COLUMBUS)

I, _____ a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the Secretary of Columbus County Schools Board of Education and that by authority duly given and as the act of said Board of Education, the foregoing instrument was signed in its name by the Chairman of said Board of Education and attested by him/her as Secretary of said Board of Education.

Witness my hand and official stamp or seal, this the ____ day of March, 2023.

Notary Public

Printed Name

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

The site of the Project is described as follows:

[to be inserted]

Agenda Item #16: SHERIFF'S DEPARTMENT – APPROVAL of CONTRACT for FLOCK SYSTEM – LICENSE PLATE READERS and CAPITOL PROJECT BUDGET:

Sheriff Bill Rogers requested approval of the Flock System contract and the capital project amendment regarding Flock Group Inc. to order License Plate Readers and related services. Sheriff Rogers explained that this system is for finding “Be On the Look Out” (BOLO) vehicles. This will help find those vehicles faster and more efficient.

MOTION:

Commissioner Byrd made motion to approve the contract for the Flock System and Project Ordinance, seconded by Commissioner Watts. The motion unanimously passed.

FLOCK GROUP INC. SERVICES AGREEMENT

ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a (“**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: NC - Columbus County SO Legal Entity Name:	Contact Name: Jimmy Hardin
Address: 805 Washington Street Whiteville, North Carolina 28472	Phone: (910) 642-6551 E-Mail: jhardin@columbussheriff.com
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Invoice Plan payment due Net 30 per terms and conditions Billing Frequency: 1 year invoices broken into 3 payments. 1st invoice: All professional services/implementation costs and 50% of Annual Recurring Subtotal. 2nd Invoice: 25% of Annual Recurring Subtotal. 3rd Invoice: 25% of Annual Recurring Subtotal. Annual payment at annual subscription term date invoiced for the remainder of subscription term after initial 12 months.
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	6.00	\$2,100.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	6.00	\$15,000.00

Subtotal Year 1: \$17,100.00

Subscription Term: 24 Months

Annual Recurring Total: \$15,000.00

Estimated Sales Tax: \$2,166.75

Total Contract Amount: \$32,100.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: Columbus County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

flock safety

GOVERNMENT AGENCY AGREEMENT

Section 2.1

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and Columbus County, a body politic of the State of North Carolina (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

Section 2.2 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

Section 2.3 2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency’s account (“**Service Suspension**”). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services

are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“**Designated Location**”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar

power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock’s Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the

Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of

Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

Section 2.4 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Section 2.5 4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding

features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or

otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

Section 2.6 5. PAYMENT OF FEES

Section 2.7 5.1. Fees. Agency shall pay the fees as set forth in the Order Form.

Section 2.8 5.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

Section 2.9 5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

Section 2.10 6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.

d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination. Agency’s termination of this Agreement for Flock’s material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party’s making an assignment for the benefit of creditors, or (iii) upon the other Party’s dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30)

day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

Section 2.11 6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

Section 2.12 7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a *"Defect"*), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND

FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

Section 2.13 8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining

whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance with Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

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

10.4 Non-Appropriations. All funds for payment by Agency 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, Flock 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 Flock on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Agency shall not be obligated under this Agreement beyond the date of termination.

10.5 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.6 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.7 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.8 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.9 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.10 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.13 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS: 817 Washington Street
Whiteville, NC 28472

ATTN:
EMAIL:

CAPITAL PROJECT BUDGET AMENDMENT
Columbus County, NC

Name of Department:	Sheriff
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Name of Capital Project (if applicable):	Sheriff LESO Equipment Project
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Agency Head Signature: Sheriff Bill Rogers

Date Prepared:	March 14, 2023	Date Received in Admin
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EXPENDITURE

Budget Code			Classification Line Item	Requested
Fund	Dept	Object		Increase or (Decrease)
94	4310	550000	Capital Outlay	(32,100)
94	4310	550010	Non-Capital Outlay	32,100
			Total Net Expenditures	0

REVENUE

Budget Code			Classification	Requested
Fund	Dept	Object	Line Item	Increase or (Decrease)
			Total Net Revenue	0

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

Signature

Date _____

Explanation of Increase or Decrease:

To amend the capital project related to Sheriff LESO Equipment to purchase the Flock System License Plate readers for the County. Budget is being transferred from Capital Outlay to non-capital outlay since the individual LPRs are less than capitalization threshold.

Agenda Item #17: DSS MONTHLY UPDATE:

Social Services Director Algernon McKenzie will present the monthly Social Services update.

Algernon McKenzie stated the following:

Good evening, I hope that you've had an opportunity to look at the DSS monthly admin update and I will try to answer any specific questions you may have. I do want to highlight just a couple of things on tonight and share some information with you during the month of February. We had our Houston regional meeting in Atlantic Beach, North Carolina and during that meeting we had discussions about house bill 76 which is Medicaid expansion so we will continue to monitor that Bill and how it's going to affect our county in terms of the number of people that may be eligible for Medicaid as well as the possible need for additional staff and all of those kinds of things that may be going along with Medicaid expansion. We do know that it has passed both the house and the senate and they have re-introduced another version with some changes so we're continuing to monitor that as well. We also talked about the children that are continuing to be housed in DSS agencies, emergency rooms and hospitals when there is not appropriate placement our association has been communicating with DHHS as well as the gym assembly and our children's services committee has developed a survey and what that survey would do is capture information from each county as to the number of children each week that may be placed in that may be in a DSS agency or in an emergency room without appropriate placement so that started and we are completing that on a weekly basis, and that information is being given to the general assembly to help draw attention to that situation about getting mental health services behavior, health services and being able to find appropriate placements for children who have who are hard to place so that is a continuing issue and DHHS is aware, and they are working on some things to counteract that. So, we hope that that will help and us providing that information to the general assembly. The state is also working on a new CPS intake screening tool and it's going to make it a little more user-friendly easier to capture information that is needed to make a determination of abuse or neglect. They're working on that it will be electronic instead of paper, and that hopefully will be helpful and they are looking at rolling that out sometime mid-year in 2024. One of the things that I also wanted to just bring your attention is that we started and have been working on scheduling after hours workers being on-call. We currently have all of our staff rotating an on-call, after hours schedule. We have been fortunate to be able to move some positions around. Along with those on-call, we have one position that was re-purposed, so, both of those positions are in place. Those staff members started on last night so they will be doing all of the on-call duty mobile after hours. Also, we plan to have a backup system that is in place whenever one of those individuals is out sick or on vacation. This is something new that we've not had in the county. We have those dedicated workers that have agreed to do this. They will concentrate on that after hours CPS / SNAPS referrals and they will not have to worry about the caseloads during the day and then going to do after hours duty. This is also going to help alleviate some of the stress on the other workers in other areas who also assist us with on-call duties, so hopefully it's going to work. The staff is already very excited about not having to sign up to be on-cal. The two staff members who are doing this are seasoned workers, so this will help us with safety because these individuals know what's supposed to be done, they do it daily, they do it routinely, and therefore will help us to make sure that we are covering all the bases. We are hopeful that this is

going to be something that's going to be beneficial. There are many counties who had this in place for a long time. Some counties are coming on board with it and we are glad that we were able to get this in place. I want to highlight that while attending a meeting at Atlantic Beach, I was privy to a presentation from Mr. Sean Kenny, as well as Cindy Ehlers the CEO of Trillium that resulted in our county being presented with 50 gun locks and I brought them tonight to show you all. Gun locks will be given to families whose social workers go out and feel there is a concern about guns being properly locked away from minors. That is part of our safety assessment from our state forum which mentions unsecured firearms, so if there are unsecured firearms in the home, as a way to help get that family what they need, this will be a resource that we can offer them free of charge. The packaging has some tips in there about securing your gun and it also has the information if they need instructions or further information in English and Spanish. We appreciate Trillium giving us those gun locks and we were try to utilize them. I will say that fortunately; we have not had a big issue with unsecured firearms so far. I'm sure that there are probably some out there in households. The group that we will be working with are doing assessments and that will be a part of the assessment, it will help us to make sure or at least be better able to prevent accidental shootings of children or adults. The last thing that I will say is that this month March, is social work appreciation month and so we say hats off to all of our social workers across the state of North Carolina for the job that they do on a day-to-day basis regardless to what agency they are working. Hats off to all of our social workers and also on the 31st of this month to kick off April, which is Child abuse prevention month they're asking that we all wear blue on the 31st, which is next Friday, so we're going to try to participate in that effort to bring awareness and kick off April and tomorrow we will be celebrating our social workers at DSS

Commissioner Byrd stated:

What about the children that are being housed in the hospitals for months at a time? The IVC (Involuntarily Committed) patients that are taking up 7 beds in the emergency room in Whiteville? That is not only a liability for the Child but for anyone who goes to the emergency room, the public. Why are these children not being placed?

Algernon McKenzie Responded:

**Monthly Administrative Update
For February 2023
March 21, 2023 Meeting**

February was the last month that families received additional Food & Nutrition Benefits. These benefits were a result of the Covid-19 Pandemic. A list of food banks is available for individuals who need to secure additional food items.

On February 9, 2023, I participated in the Director's Executive Board Meeting. During the meeting we received information on the merger of NC Health Choice and Medicaid, which will take place on April 1, 2023. We were told that HB76 Medicaid Expansion dropped on February 8, 2023 and will be passed. There should be funding to assist counties with implementation

when it is finalized, but there is still much to be discussed. There was some concern from directors about additional staffing and training.

We were also informed that the children services committee will be sending out a survey to all DSS agencies to gather information about children without placement, who are sleeping in DSS agencies, hotels, and emergency rooms. This information will be provided to the NC General Assembly to draw attention to the growing problem of the difficulty in finding appropriate placement for children in DSS custody. This data will be collected on a weekly basis.

On February 14, 2023, I attended a meeting along with Emergency Management Staff in the Mt. Olive Community. The purpose of this meeting was to tour a building purchased by the Mt. Olive Baptist Church and to discuss the possibility of it being a future disaster shelter. This was a very informative meeting.

On February 23 & 24, 2023, I attended the Eastern Regional Directors' Meeting at Atlantic Beach, NC. During this two-day session there was much discussion about Medicaid Expansion and the implementation process. We also discussed challenges many counties are having recruiting and maintaining staff. We heard from Vanguard Professional Staffing, who many counties contract with for staff. However, they are also having a difficult time recruiting staff.

There was a power point given by DHHS Staff on the new CPS Intake Screening and Response Tool that is being developed to take abuse and neglect referrals. This new tool will make it easier for staff to collect information and will be electronic instead of paper. It is expected to be implemented in all 100 counties mid-year 2024 in groups of twenty-five counties at a time.

Lastly, Cindy Ehlers and Sean Kenny from Trillium Health Resources provided information about The Tailored Plans and Care Management Services. These services will be adult and children in Foster Care. Following their presentation, Mr. Kenny presented fifty gun lock kits to me. These kits will be given to families involved in Child Welfare cases when there is a concern of an unsecured firearm. This is an effort to keep families and children safe from accidental shootings. We are very appreciative of these kits.

During the month of February, we had two children to run from their foster care placements and were housed in the agency overnight.

I attended sixteen zoom and in person meetings.

February 2023
Human Services

Adult Services (APS)

APS Reports Accepted: 4
 County Wards: 25
 Number of Payee Cases: 12
 Adults Served APS: 0
 Number of Medicaid Transportation Trips: 1,181
 Amount Requested for Reimbursement: \$28,188.89

Children's Protective Services (CPS)

Reports Accepted: 23
 Reports Screened out: 18
 Families Receiving In-Home Services: 43
 Children Served: 70
 Contacts with Families Monthly: 500
 Assessments: 15

Foster Care

Foster Children in Foster Homes: 112
 Children Placed Outside County: 29
 Agency Adoptions: 0
 Pending Adoptions: 8
 Total Foster Homes Licensed: 6
 Total Children in Foster Care: 120

Work First Employment (TANF)

Applications Taken: 15
 Applications Approved: 1
 Individuals Receiving Benefits: 205
 Entered Employments: 0
 Number in Non-Paid Work Experience: 0

February 2023
Human Services (continued)

Program Integrity

Collections for Fraud: 230.00
 New Referrals: 4
 Cases Established: 0

Day Care

Children Receiving Day Care Assistance: 492
 Children on the Waiting List: 0
 Amount Spent on Day Care Services: \$235,650.00

February 2023

Economic Services

Food & Nutrition

Applications Taken: 141
 Applications Approved: 153
 Active Cases: 6,889
 Benefits Issued: \$3,645,165
 Participants Served: 13,593

Adult Medicaid

Applications Taken: 77

Cases Terminated: 31
 Redeterminations: 307
 Applications Processed: 93

Family & Children's Medicaid

Applications Taken: 122
 Applications Processed: 273
 Redeterminations: 520
 Total Medicaid Cases: 15,409
 Total Individuals Receiving: 23,626

Child Support

Absent Parents Located: 54
 Orders Enforced: 595
 Active Cases: 3,847
 Collections: \$358,486.00

Respectfully submitted,
 Algernon McKenzie

HUMAN SERVICES BOARD REPORT

Dwella M. Hall, Program Manager

Vacancies/Updates/News for February, 2023

Intake/Investigation/Assessment:

The Intake/Investigation/Assessment Unit continues to be fully staffed at this time. This Unit continues to receive an abundance of referrals involving substance abuse, domestic violence, and mental health issues, among other things. Two after hours' positions has been posted in house only, two employees applied, Interviews are scheduled. CPS continues to assist the FC unit with incoming cases due to the high volume of children entering custody. The Regional

Child Welfare Consultant (RCWC) will be onsite this month and will continue to make monthly contacts to review agency data, policy updates, and casework.

In-Home Services:

The In-Home Services Unit continues to be short staffed with 1-vacancy. The position was reposted and one applicant has applied. An interview will be scheduled. The total caseloads with contacts of children served continue to increase indicating more intensive involvement with SW's and their current caseloads. In home services is assisting the FC unit with incoming cases due to the high volume of children entering custody. The Regional Child Welfare Consultant (RCWC) will be onsite this month and will continue to make monthly contacts to review agency data, policy updates, and casework.

Foster Care/Permanency Planning:

The Foster Care Unit have 1-vacancy, a new employee will be hired and on March 21st. There are currently 120 children in care. We are seeing the numbers slowing decrease as we are continuing to reunify families back together and giving them permanency. The CPS and In-home Services unit continue to assist Foster Care with case management duties, until staff can be hired and properly trained. The Regional Child Welfare Consultant (RCWC) will be onsite this month and will continue to make monthly contacts to review agency data, policy updates, and casework.

Transitional Unit:

The Transitional unit recently filled its vacancy with an in house employee from the Adult Service Unit. This unit continues to work caseloads while assisting the other Child Welfare Units as needed, particularly in the areas of courtesy requests from other counties, assisting with supervising visits and transporting children in custody. In addition, the Transitional Unit continues to have an influx in home studies and home assessments from other counties and within CCDSS Child Welfare. This Unit continues to assist particularly in the area of making monthly contacts with the children in foster care. Foster Home Licensing continues to work on completing more licensures to help increase the number of foster home in the county. The Regional Child Welfare Consultant (RCWC) will be onsite this month and will continue to make monthly contacts to review agency data, policy updates, and casework.

Adult Services:

The Adult Services Unit has 1 vacancy, losing an employee to the Transitional Unit. This unit continues to serve ages 18 and above, with protective services, persons under guardianship, and special assistance in-home case management. We also receive requests for information on available resources available to the adult population. The Adult Home Specialist also continues to work with NC Division of Health Regulation regarding the (3) licensed facilities in Columbus County to ensure compliance in all aspects of licensure.

Work First Employment:

This Unit continues to be fully staffed. Although this unit is open for in-person applications, telephone interviews continue for Work First applications, recertification's, short-term services and benefits. Certain necessary application documentation can be mailed to individuals that wish to apply and when received back the worker can conduct telephone interviews to complete that application. Some application information is also being provided for pick-up in the foyer area of the agency. Workers are encouraged to make telephone contacts with clients at least every two weeks to offer support and resources to clients and to encourage program participation. Transitioning back to regular application and case processing is now beginning after COVID-19 waivers ended. The agency continues to have monthly meetings with the state reps by conference calls. The Regional Economic Consultant conducted a telephone consultation this month.

Child Day Care:

The Child Day Care Unit continues to be fully staffed. The Supervisor and staff continue to work the over and under payment report to ensure proper payment is being made to county daycare providers. Day Care services are continuing to be provided and the state is working with county agencies and day cares to help them stay open as much as possible while providing a safe environment for children. Day Care slots within local Day Cares are limited at this time and many Day Cares are now on a waiting list. DSS staff continue to work with families to ensure their services stay in place while limiting contact to the telephone as much as possible. The agency has eliminated the waiting list and able to serve the public. Supervisor continue to ensure case transfers are received properly and sent in a timely manner.

Program Integrity:

Repayment agreements continue to be relaxed to help clients during this time. Staff are working to clean up a backlog, establishing cases and repayment agreements, all while assisting with the Energy Programs.

Energy Assistance:

CIP continues with the heating season which means helping with clients with their main source of heat. LIEAP is now available for all county residents. If eligible, LIEAP assists with the household's main source of heat with a one-time payment paid directly to the heating vendor. Applications continue to be available on EPASS where applicants can complete and submit applications on-line, but continue to be available in our lobby for pick up and completion. One in-house staff person is currently processing applications. Program Integrity staff are assisting as needed due to influx of applications. One temporary staff member hired to assist with determining eligibility with energy applications.

Low Income Household Water Assistance Program (LIHWAP)

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

Economic Services Narrative

Darlene Jenkins-Parks, Income Maintenance Administrator

Vacancies/Updates/News for February 2023

F&C Medicaid Intake/Processing Unit:

The F&C Intake/Processing unit currently has no vacancies. This unit has one IMC II that has just completed her probation period. She has improved tremendously and continues to be trained by the unit lead. The supervisor currently is completing all 2nd party reviews. During the unit monthly staff meeting they discussed the upcoming CCU (Continuous Coverage Unwinding), the possibility of increase in applications once individuals continued Medicaid benefits terminate and the termination of the NCHC Medicaid program. This unit has come together as a team with suggesting ideas that would help their unit become stronger and more successful.

F&C Medicaid Review Unit:

The F&C Medicaid Review unit is fully staffed, no vacancies. Due to state direction they will not complete reviews ending April or May 2023. However, they are continuing to complete the March reviews. They're also working all necessary changes as they are reported. The PHE (Public Health Emergency) unwinding process

is beginning and the clean-up of reports are being worked. DHB training will begin this month to update policy and changes related to the unwinding process.

Adult Medicaid Intake/Processing Unit:

The Adult Medicaid Intake and Processing Unit currently has (3) vacant positions and (1) employee that is in training. The unit is currently operating half-staffed. At the present time, all of the Adult Medicaid Intake and Processing trained caseworkers of the unit (4) are doing the very best that they can to meet the States guides to processing each case while meeting the States accuracy and timeliness requirements. This unit is expected to get (3) new employees on March 6, 2023. They will all need training and 100 % of case work 2nd partied.

Medicaid Application Processing Timeliness Report: Great Job!

MAD (Medicaid Aged/ Disabled) 98 %

Other (MQB, MAA, & F&C) 98 %

Straight Through Processing 100 % (Agency had none of these applications)

Adult Medicaid Review Unit:

The Adult Medicaid Review unit has the Supervisor position still vacant. The advertisement closed with only one applicant but declined the interview. This position has re-posted and closes March 14, 2023. Currently the Income Maintenance Administrator is supervising this unit. This unit has (1) IMC II position vacant. In preparation of the ending of the PHE and decoupling of the CCU (continuous coverage unwinding) requirements, the Division of Health Benefits (DHB) is providing guidance around activities counties should focus on prior to April 1, 2023. In an effort to assist counties with the upcoming workload during the Continuous Coverage Unwinding (CCU) period. DHB is advising counties to cease any continued work on April recertifications and not initiate any May recertifications. The goal in this effort is to give counties an opportunity to level set and focus on other priorities such as catching up on processing outstanding applications, change of circumstances and all Medicaid reports. The review unit is currently working to complete reviews ending March 31, 2023. Training has been scheduled in March for all Medicaid staff in preparation of new policy guidelines for the CCU. The managed care Tailored plan has been delayed until October 1, 2023.

LTC/CAP/SA Unit:

The LTC/CAP/SA unit currently has two vacancies, however on March 6, 2023, we have one fully trained IMC III returning to the unit. The other vacancy has been advertised and set to close on March 8, 2023. Currently this unit has (2) veteran IMC III carrying a caseload of four workers. It has been stressful; however, they have been able to meet deadlines. These two workers have been handling daily calls, changes, intake/processing and their review caseload, a shared portion of one vacant review caseload, and all four caseloads of SA (Special Assistance) review caseloads. The supervisor has been handling one caseload of LTC/CAP reviews to assist. This unit supervisor is new in her position as of 12/21/22. She has been assisted by a 27 year, Adult Medicaid supervisor, Tammy Vereen with supervisory duties as well as decision making for a variety of things, as well as

making sure that she has all forms and emails, attends all meetings held with the LTC, CAP, SA staff to discuss anything necessary with this staff.

SA program changes effective 1/1/2023 the **Special Assistance rates increased** to \$1355.00 for Basic Special Assistance and \$1717.00 for Enhanced Levels of care per month. This rate is for Special Assistance clients that have a diagnosis of Alzheimer's Disease or dementia that is verified by a valid FL2. Effective 1/1/2023 the Enhanced rate will also be allowed for Special Assistance in Home clients. These are clients that remain in their homes that have an approved Level of Care for domiciliary with a verified diagnosis of Alzheimer's Disease or dementia.

As a reminder all Special Assistance funds are 50% State and 50% County.

Effective 1/1/2023 – applicants that are eligible for Special Assistance will automatically be eligible for Medicaid.

Updated Change Special Assistance In-home adjusted case manager adjusted payment amount will be obsolete. (2/28/2023 Dear Director Letter) Effective with a retro effective date of 1/1/2023 all Special Assistance in home clients will be automatically eligible to receive the maximum Special Assistance payment. The NCFAS system will be generating retroactive payments to any client that was receiving an adjusted monthly payment.

Non-Emergency Medicaid Transportation (NEMT) Unit:

No vacancies in this unit of two. This department continues with daily calls, new and updated assessments, scheduling for pickups from vendors, as well as billing for van and mileage.

Housekeeping:

The Housekeeping department consists of two workers, no vacancies. The housekeepers keep up with daily schedules and routines throughout their day with sanitizing and keeping the agency clean and neat.

FNS Intake/Processing:

The FNS Intake/Processing unit has (1) new caseworker expected to begin on Monday March 6, 2023. They have one more assigned position that advertised with a close date of February 28, 2023. They currently have (2) new staff in training. Applications are still coming in steady. Waivers are still in place for Tel-signature, Telephone Interviews, H&I felon, ABAWD. The leadworker is currently 2nd partying cases 100% of all new trainee staff. The supervisor, assist with 2nd party and processing cases. The team works together to meet deadlines.

FNS Review:

The FNS review unit continues to have (2) vacancies. These positions have reposted and close on February 28, 2023. The review unit continues to have PHE extensions & waivers ending March 2023. Remainders of the PHE

waivers are scheduled to end May 11, 2023. Maximum allotments will end February 28, 2023. All Food Banks have been contacted & updated with listings emailed to appropriate staff. The review unit has been assisting the intake unit in processing applications with approximately 40 this month.

FNS Application Timeliness CQI Report Great Job!

Expedited cases 100 % Non-Expedited cases 96.23%

Recertification cases 100%

Child Support:

The Child Support department has (5) vacancies. The Child Support Unit as a whole is struggling to keep up with the demands of the job due to having five (5) vacant positions. One agent that was hired in June 2022 continues to be trained in the Establishment Unit, is now managing her own full caseload. This department still utilizes both hands on training as well webinars through the State Office. We have a new agent that was hired on 2/21/2023 that is beginning the training process which currently includes watching webinars, virtual trainings as well as observing other workers. The workers' moral is at its lowest due to the workers trying to meet timeframes, receiving an overwhelming amount of phone calls daily from both the clients, non-custodial parents and having to return those phone calls while keeping up with the added workloads due to these vacancies in the Child Support department for so long. One supervisor has been out on medical leave for some time now, which has caused additional restraints on the other supervisor trying to supervise both the enforcement & establishment units.

The Child Support department has prepared a total of 168 cases for court action in the month of February 2023 for both the Establishment and Enforcement Units. This unit continues to ask for patience during this difficult time while we continue to provide excellent customer service to the citizens of Columbus County even while being short staffed.

Agenda Item #18: FINANCE- PRESENTATION and APPROVAL of MONTHLY UPDATE:

Assistant Finance Director Heather woody presented the monthly update and requested approval.

MOTION:

Commissioner Byrd made motion to approve the monthly update, seconded by Commissioner Watts. The motion unanimously passed.

COUNTY OF COLUMBUS
FINANCIAL SUMMARY REPORT
February 2023

Percent of Year Complete: 66.7%

GENERAL FUND (Annual Operating Budget)	FY 22/23	ACTUAL YTD	BALANCE	% COLLECTED
REVENUES	BUDGET	TOTALS	REMAINING	YTD
AD VALOREM TAXES	38,752,232	30,039,214	8,713,018	77.5%
COURT	90,000	67,142	22,858	74.6%
SALES TAX	13,633,601	6,930,966	6,702,635	50.8%
TAX ADMINISTRATION REVENUES	48,142	2,211	45,931	4.6%
NC JCPC PROGRAM - TEEN COURT	77,477	56,825	20,652	73.3%
ELECTION FEES	54,000	957	53,043	1.8%
REGISTER OF DEEDS	536,035	407,937	128,098	76.1%
SHERIFF	2,352,292	1,298,089	1,054,203	55.2%
DETENTION CENTER	1,090,000	203,893	886,107	18.7%
EMERGENCY MANAGEMENT	67,101	1,219	65,882	1.8%
INSPECTION	390,000	201,346	188,654	51.6%
ANIMAL CONTROL	37,000	33,301	3,699	90.0%
AIRPORT	515,000	233,128	281,872	45.3%
ECONOMIC DEVELOPMENT/PLANNING	113,000	7,585	105,415	6.7%
COOPERATIVE EXTENSION	1,200	1,447	(247)	120.6%
SOIL CONSERVATION	34,890	1,848	33,042	5.3%
DEPARTMENT OF AGING REVENUES	1,803,080	849,706	953,374	47.1%
HEALTH DEPARTMENT	3,106,302	2,117,765	988,537	68.2%
SOCIAL SERVICE	7,134,054	3,580,657	3,553,397	50.2%
VETERANS SERVICE	2,000	2,083	(83)	104.2%
PUBLIC SCHOOLS	37,000	11,673	25,327	31.5%
LIBRARY	131,000	85,008	45,992	64.9%
RECREATION	19,500	14,016	5,484	71.9%
MISCELLANEOUS REVENUES	434,464	804,063	(369,599)	185.1%
TRANSFER FROM REVENUES	680,527	-	680,527	0.0%
FUND BALANCE APPROPRIATED	2,371,355	-	2,371,355	0.0%
Total General Fund Revenues	73,511,252	46,952,081	26,559,171	63.9%

GENERAL FUND (Annual Operating Budget)	FY 22/23	YTD	BALANCE	% EXPENSED
EXPENDITURES	BUDGET	TOTALS	REMAINING	YTD
GOVERNING BODY	314,509	177,457	137,052	56.4%
ADMINISTRATION	1,052,612	883,205	169,407	83.9%
PERSONNEL	433,465	508,548	(75,083)	117.3%
FINANCE	819,548	405,757	413,791	49.5%
TAX DEPARTMENT	1,712,705	1,016,090	696,625	59.3%
LEGAL DEPARTMENT	218,937	179,586	37,351	82.8%
NC JCPC PROGRAM - TEEN COURT	77,477	46,403	31,074	59.9%
FACILITY SERVICES	427,858	286,886	140,972	67.1%
ELECTIONS	519,204	328,091	191,113	63.2%
REGISTER OF DEEDS	683,907	336,185	347,722	49.2%
MANAGEMENT INFORMATION SYSTEM	499,850	333,287	166,563	66.7%
CENTRAL GARAGE	155,133	77,235	77,898	49.8%
PUBLIC BUILDINGS - ALL OTHER	1,748,986	1,234,372	514,614	70.6%
PUBLIC BUILDINGS - POTW	51,042	128	50,914	0.3%
SHERIFF'S DEPARTMENT	9,294,414	6,113,973	3,180,441	65.8%
LAW ENFORCEMENT CENTER	5,244,025	3,013,822	2,230,203	57.5%
EMS	31,250	20,000	11,250	64.0%
EMERGENCY SERVICES	2,291,231	1,456,238	834,993	63.6%
CORONER MEDICAL EXAMINER	30,500	28,050	2,450	92.0%
ANIMAL CONTROL	908,699	449,250	459,449	49.4%
AIRPORT	565,624	284,853	280,771	50.4%
INSPECTIONS	362,991	203,090	159,901	55.9%
ECONOMIC DEVELOPMENT/PLANNING	1,191,488	237,806	953,682	20.0%
COOPERATIVE EXTENSION	614,214	237,414	376,800	38.7%
SOIL CONSERVATION	304,718	164,754	139,964	54.1%
DEPARTMENT OF AGING	2,866,093	1,778,778	1,087,315	62.1%
HEALTH DEPARTMENT	5,988,961	2,963,268	3,005,693	49.6%
SOCIAL SERVICES ADMINISTRATION	9,480,948	5,533,882	3,947,066	58.4%
PUBLIC ASSISTANCE PROGRAMS	2,098,049	1,670,676	427,373	79.6%
VETERANS SERVICE OFFICER	166,143	102,445	63,698	61.7%
EDUCATION	15,881,232	9,792,140	6,089,092	61.7%
LIBRARY	1,674,460	999,456	675,004	59.7%
RECREATION	620,622	339,992	280,630	54.8%
SPECIAL APPROPRIATIONS	1,017,369	662,467	354,902	65.1%
TRANSFER TO	4,184,988	528,433	3,656,555	12.6%
Total General Fund Expenditures	73,511,252	42,394,005	31,117,247	57.7%
Total Revenue over/(under) Expenditures		-	4,558,076	

COURTHOUSE RENOVATION PROJECT				
REVENUES	FY 22/23 BUDGET	YTD TOTALS	BALANCE REMAINING	% Collected YTD
COURTHOUSE CAP PROJ REVENUES	7,767,194	70,104	7,697,090	0.9%
EXPENDITURES				
COURTHOUSE CAP PROJ EXPENDITURES	5,986,280	28,468	5,957,812	0.5%
HUD SECTION 8 RENTAL ASSISTANCE				
REVENUES	FY 22/23 BUDGET	YTD TOTALS	BALANCE REMAINING	% Collected YTD
	1,662,900	1,071,231	791,669	57.5%
EXPENDITURES	1,662,900	1,252,823	610,077	67.3%
TRANSPORTATION				
REVENUES	FY 22/23 BUDGET	YTD TOTALS	BALANCE REMAINING	% Collected YTD
	1,194,046	377,852	816,194	31.6%
EXPENDITURES	1,194,046	627,242	566,804	52.5%
DEBT SERVICE				
REVENUES	FY 22/23 BUDGET	YTD TOTALS	BALANCE REMAINING	% Collected YTD
	15,536,002	841,953	14,694,049	5.4%
EXPENDITURES	15,536,002	1,091,827	14,534,175	6.4%
WATER DISTRICTS I-V				
REVENUES	FY 22/23 BUDGET	YTD TOTALS	BALANCE REMAINING	% Collected YTD
WATER DISTRICT I	813,950	557,389	246,561	69.7%
WATER DISTRICT II	1,222,683	850,214	372,469	69.5%
WATER DISTRICT III	762,213	466,640	295,573	61.2%
WATER DISTRICT IV	908,500	710,239	198,261	78.2%
WATER DISTRICT V	763,350	655,317	108,033	85.8%
COMBINED WATER DISTRICT TOTALS	4,470,696	3,249,799	1,220,697	N/A
EXPENDITURES				
WATER DISTRICT I	813,950	345,906	468,044	42.6%
WATER DISTRICT II	1,222,683	405,323	817,360	33.2%
WATER DISTRICT III	762,213	274,118	488,095	36.0%
WATER DISTRICT IV	908,500	318,828	589,672	35.1%
WATER DISTRICT V	763,350	235,650	527,700	30.9%
COMBINED WATER DISTRICT TOTALS	4,470,696	1,579,825	2,890,871	N/A
SOLID WASTE				
REVENUES	FY 22/23 BUDGET	YTD TOTALS	BALANCE REMAINING	% Collected YTD
	6,016,448	4,444,119	1,572,327	73.9%
EXPENDITURES	6,016,448	2,984,827	3,031,619	49.6%
Excess revenue over/(under) expenditures	-	1,459,292		
FIRE DEPARTMENTS				
REVENUES	FY 22/23 BUDGET	YTD TOTALS	BALANCE REMAINING	% Collected YTD
	2,034,697	1,693,562	341,135	83.2%
EXPENDITURES				
Ad Valorem Taxes	2,034,697	1,690,706	343,991	83.1%
Special Appropriations	258,309	-	258,309	0.0%
	2,293,006	1,690,706	602,300	73.7%
AMBULANCE AND RESCUE UNITS				
REVENUES	FY 22/23 BUDGET	YTD TOTALS	BALANCE REMAINING	% Collected YTD
	849,681	567,411	282,270	66.8%
EXPENDITURES				
Ad Valorem Taxes	849,681	544,359	305,322	64.1%

CASH & INVESTMENTS**Cash:**

Central Depository - Truist	\$	11,607,002
Central Depository - NCCMT	\$	17,866,081
Water Districts - \$7,501,941		
Solid Waste - \$8,880,252		

Investments:

BB&T Savings	5,043,950
First Citizens Wealth Management	5,875,553
United Bank - CD	338,870
Dana Investments/TD Ameritrade	989,165
Multi Bank Securities	555,486
First Bank - CD	2,082,305
Total Investments	\$ 14,885,329

FUND BALANCE**General Fund:**

Unavailable Fund Balance (per auditors)	\$	7,223,150
Committed and Assigned Fund Balance	\$	13,651,757
Unassigned Fund Balance	\$	12,429,997
Total Fund Balance	\$	33,304,904

General Fund Total Expenditure Budget	\$	73,511,252
Unassigned fund balance as % of Gen. Fd. Expend.		16.9%

Note: The Fund Balance computation listed above is unaudited.
Final computation will be submitted when verified by Auditors

Agenda Item #19: FINANCE – APPROVAL of BUDGET AMENDMENTS:

Assistant Finance Director Heather Woody requested approval of the following budget amendments:

- a. Health Department - TB Funding
- b. Transportation - CARES Act Funding
- c. Finance - Workers Compensation Premium

MOTION:

Commissioner Byrd made motion to approve the budget amendments, seconded by Commissioner Floyd. The motion unanimously passed.

BUDGET AMENDMENT Columbus County, NC				
Name of Department:		Transportation		
Name of Capital Project (if applicable):				
Agency Head Signature:		Joy Jacobs		
Date Prepared:		February 28, 2023	Date Received in Admin:	
EXPENDITURE				
Budget Code Fund Dept Object	Classification Line Item	Requested Increase or (Decrease)		
68 4315 526001	Department Supplies	(32,402)		
Total Net Expenditures		(32,402)		
REVENUE				
Budget Code Fund Dept Object	Classification Line Item	Requested Increase or (Decrease)		
68 3450 350000	CARES Act Reimbursemnt Account	(32,402)		
Total Net Revenue		(32,402)		
This budget revision has been approved by the Board of Columbus County Commissioners on: 				
Signature		Date		
Explanation of Increase or Decrease: When the budget was done initially I did not know how much of the CARES money would be left so I put in an estimate. This amendment will change the budget amount to the actual amount that we had when the fy began.				

Columbus County, North Carolina

BUDGET AMENDMENT

FY 22/23

Name of Department	Health Department
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Agency Head Signature Kimberly Smith 02/06/23

Date Prepare / Submitted to Admin:	February 3, 2023	Date Received in Admin:
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Budget Code			EXPENDITURES	Requested
Fund	Dept.	Category	Classification	Increase or (Decrease)
10	5121	526001	Comm Disease Departmental Supplies	\$2,500
			Total Net Expense	\$2,500

Budget Code			REVENUES		Requested	
Fund	Dept	Category	Classification		Increase or (Decrease)	
10	3510	430057	Comm Disease State		\$2,500	
			Total Net Revenue		\$2,500	

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☐ 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:

Additional TB funding for Ukrain Refugees

BUDGET AMENDMENT Columbus County, NC				
Name of Department:		Finance		
Name of Capital Project (if applicable):		N/A		
Agency Head Signature:		Lacie Jacobs		
Date Prepared:		March 14, 2023	Date Received in Admin	
EXPENDITURE				
Budget Code Fund Dept Object	Classification Line Item		Requested Increase or (Decrease)	
10 4121 544000	Workers Compensation Insurance		188,000	
Total Net Expenditures			188,000	
REVENUE				
Budget Code Fund Dept Object	Classification Line Item		Requested Increase or (Decrease)	
10 3991 499101	Fund Balance appropriated		188,000	
Total Net Revenue			188,000	
This budget revision has been approved by the Board of Columbus County Commissioners on: <input style="width: 100px;" type="text"/>				
Signature		Date		
Explanation of Increase or Decrease:				
To increase the budget availability in the Personnel department to cover the renewal premium and additional costs of workers' compensation insurance in the current year. Renewals were paid based on payroll costs of previous years. The additional payroll costs across the board plus additional payroll costs associated with higher tier workers compensation rates (i.e. law enforcement, health, social workers, etc.) have impacted the total premium amount.				

Agenda Item #20: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS: STAFF is REQUESTING APPOINTMENTS, REAPPOINTMENTS or REPLACEMENTS to the FOLLOWING BOARDS, COMMITTEES AND COUNCILS.

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

Zone I: Barbara Featherson
Zone II: Chris Smith
Zone III: Giles E. Byrd
Zone IV: Lavern Coleman

Zone V: Brent Watts
Zone VI: Ricky Bullard
Zone VII: Scott Floyd

COMMITTEE	ZONE/EB	PERSON(S)	EXP. DATE	BOARD ACTION
Lower Cape Fear W&S	EB	Al Leonard	01/03/2023	Re-Appoint
				1-Watts 2-Smith

MOTION:

Commissioner Watts made a motion to reappoint Al Leonard to serve on the Lower Cape Fear Water & Sewer Authority Board, seconded by Commissioner Smith. The motion unanimously passed.

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

MOTION:

At 7:34 P.M. a motion was made by Commissioner Watts and second by Commissioner Feathersen to recess regular session and enter into Columbus County Water and Sewer Districts I, II, III, IV and V combination board meeting.

Agenda Item #21: WATER and SEWER DISTRICT I, II, III, IV and V – APPROVAL of the FEBRUARY 20, 2023 MINTUES:

MOTION:

Commissioner Smith made a motion to approve the February 20, 2023 minutes as presented, seconded by Commissioner Byrd. The motion unanimously passed.

ADJOURN COMBINATION MEETING OF COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV AND V COMBINATION BOARD MEETING.

MOTION:

Commissioner Smith made a motion to adjourn the Columbus County Water and Sewer Districts I, II, III, IV and V combination board meeting, seconded by Commissioner Floyd. The motion unanimously passed.

Agenda Item #22: COMMENTS:

A. Board of Commissioners

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

I had a citizen ask me about the Building Inspections Office not taking cash for permits. I just wanted to look into that.

Vice Chairman Coleman stated the following:

I'd like to congratulate the County Manager Eddie Madden on his appointment to the Chairman of the North Carolina Airport Commission. Also, I'd like to thank all of our county workers for what they do.

Commissioner Byrd stated the following:

I'd like to Commend Imogene Hinson for 37 years of service which means it must not be too bad to work for Columbus County. Also, I have a letter from the town of Bolton saying they oppose the voting precinct to be moved from the fire station and it really is a matter to be handled by the municipalities. I want to go on record saying that I also oppose it and believe it should not be our concern.

Commissioner Watts stated the following:

I wanted to mention that I did ride down this past weekend to the Columbus County Farm Days and I know the weather was bad but, we need to support our community when these things go on. We can do better as a community.

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

I'd like to comment on Mrs. Woody's report, which by the way, you did a very good job we did submit the required year to date financials to the Local Government Commission by the Deadline of March 15th, 2023. Appreciate the staff who pulled all that information together for the interim report. Mr. Watts, I rode down Friday to southern farm days and it was a beautiful day on Friday not so good on Saturday or Sunday, but Friday was nice. I had lunch down there enjoyed being a part of that looking forward to next year. Hopefully the weather will be better, but really a good event. I also attended the opening ceremonies with Chairman and Jess Hill, and a couple of other officials, for the Dixie youth softball at the Whiteville complex and according to the information I received I think you were 20 teams that were recognized. It's good to see the youth program very strong here and especially with the youth softball. Mrs. Featherson I owe you an apology because a minute ago I recognize the gentleman of this board and I failed recognize you and I do apologize.

Agenda Item #20: ADJOURNMENT:

MOTION:

At 7:36 P.M. Commissioner Smith made a motion to adjourn; seconded by Commissioner Featherson. The motion unanimously passed.

JANA NEALEY, Clerk to the Board

RICKY BULLARD, Chairman