

COLUMBUS COUNTY BOARD OF COMMISSIONERS

**Monday, March 20, 2024
4:00 P.M. Historic Courthouse Tour
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**
Giles E. Byrd, **Vice Chairman**
Lavern Coleman,
Scott Floyd
Barbara Featherson
Brent Watts
Chris Smith

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Attorney**
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 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)(6) PERSONNEL

MOTION:

Commissioner Floyd made a motion to recess regular session and enter into closed session, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #2: CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE, N.C.G.S. § 143-318.11(A)(5) REAL ESTATE, and N.C.G.S. § 143-318.11(A)(6) PERSONNEL

RECESS CLOSED SESSION and enter into REGULAR SESSION

MOTION:

Commissioner Floyd made a motion to recess closed session and enter into regular session, seconded by Commissioner Featherson. The motion unanimously passed.

GENERAL ACCOUNT:

Attorney Amanda Prince gave the general account as follows:

The board discussed (2) matters of real estate acquisition and (1) matter of personnel. No action was taken by the board.

MOTION:

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

Chairman Bullard recessed regular session until 6:30 P.M.

Regular Session resumes at 6:30 P.M.

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

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

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

MOTION:

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

Tax Refunds and Releases

Refunds Amount: \$0.00
 Borck, David L PROPERTY: 00000 Total: \$400.00
 Value: \$0.00 Year: 22-23 Account: 13-02569 Bill#: 99999
 Refund user fees. Yr 2022-2023

Refunds Amount: \$0.00
 Britt, William T PROPERTY: 00000 Total: \$1,000.00
 Value: \$0.00 Year: 19-23 Account: 12-02231 Bill#: 99999
 Refund user fees. No power vacant

Refunds Amount: \$0.00
 Faircloth, Patrick Noel PROPERTY: 00000 Total: \$200.00
 Value: \$0.00 Year: 2023 Account: 13-00928 Bill#: 23205
 Refund user fee. No can since 2022

Refunds Amount: \$0.00
 Pierce, Robert L. PROPERTY: 00000 Total: \$598.29
 Value: \$0.00 Year: 19,20- Account: 11-20215 Bill#: 99999
 Refund user fees.vacant

NAME Fee	Account # Late List	Date District	Amount Released Discount	Property Value TOTAL	Year	Bill#	Property #	User
Borck, David L 23 425 Hickory Hill Road Chadbourn, NC 28431	13-02569 99999	5/20/2024 00000	\$0.00 \$400.00	\$0.00 \$0.00	22- \$0.00	\$0.00	\$400.00	
Refund user fees. Yr 2022-2023								
Britt, William T 23 P.O. Box 5253 Sanford, NC 27330	12-02231 99999	5/20/2024 00000	\$0.00 \$1,000.00	\$0.00 \$0.00	19- \$0.00	\$0.00	\$1,000.00	
Refund user fees. No power vacant								
Faircloth, Patrick Noel 00928 \$0.00 222 Faircloth Lane Chadbourn, NC 28431	13- 5/20/2024 \$0.00	\$0.00 \$200.00	\$0.00	2023	2320567	00000	\$200.00	\$0.00
Refund user fee. No can since 2022								
Pierce, Robert L. 21 341 Pierce Rd Hallsboro, NC 28442	11-20215 99999	5/20/2024 00000	\$0.00 \$598.29	\$0.00 \$0.00	19,20- \$0.00	\$0.00	\$598.29	
Refund user fees.vacant								

Agenda Item #6: BOARD MINUTES APPROVAL:

- a. April 1, 2024 Regular Session
- b. April 15, 2024 Regular Session
- c. May 6, 2024 Regular Session

MOTION:

Commissioner Watts made a motion to approve seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #7: PUBLIC INPUT:

Donna Brown spoke about the commissioners sending a letter regarding the death of her brother and thanked them for it. She still is seeking answers about his death.

Agenda Item #8: PROCLAMTION – FOSTER CARE APPRECIATION MONTH:

Interim DSS Director Dwella Hall is requested adoption of the Foster Care Appreciation Month Proclamation.

MOTION:

Commissioner Watts made a motion to approve seconded by Commissioner Floyd. The motion unanimously passed.



Columbus County Proclamation

Foster Care Month

May, 2024

WHEREAS, the youth of Columbus County are our most precious resource and hope for the future, and all children deserve a safe, loving, and nurturing place to call home; and

WHEREAS, there are approximately 10,042 children and youth in the foster care system, and approximately 841 young adults ages 18 to 20 in extended foster care in North Carolina; and

WHEREAS, the purpose of foster care is to provide temporary safe, secure, and stable homes through the compassion and nurturing of a foster family or kinship family; and

WHEREAS, foster families and kinship families open their homes and hearts to children whose families are in crisis, and play a vital role in helping children and families heal and reunify, while launching children into successful adulthood; and

WHEREAS, we encourage North Carolinians to think about how they can help meet the need for more foster, kinship, and adoptive families; and

WHEREAS, there are numerous individuals, communities, and public and private organizations working to increase public awareness of the needs of children both in foster care and exiting foster care, and of the enduring and valuable contributions made by foster and kinship families; and

WHEREAS, Foster Care Month is an opportunity to recognize the foster parents, kinship families, child welfare professionals, and advocates working to ensure children's safety, permanence, and well-being, and to spread awareness on behalf of the thousands of children in foster care in Columbus County; and

WHEREAS, the Columbus County Commissioners encourage residents to volunteer their time, energy, and talents on behalf of children in foster care and their biological families, kinship caregivers, and foster parents during this month and throughout the year;

NOW, THEREFORE, We, the Columbus County Commissioners, do hereby proclaim May, 2024, as "FOSTER CARE MONTH" in Columbus County.

APPROVED and ADOPTED this the 20th day of May, 2024.

Agenda Item #9: PROCLAMTION – RECOGNIZING JAQULYN D. ROSEBORO:

The Governing Body is requested adoption of the proclamation recognizing Jacqueline D. Roseboro for being inducted into the 4H Hall of Fame.

MOTION:

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

Recognition of Jacqueline D. Roseboro

Whereas, the fabric of our community is woven together by the dedicated efforts of its residents, and

Whereas, the cornerstone of any vibrant community lies in its commitment to nurturing the talents and potential of its youth, and

Whereas, volunteering is the thread that binds us together, creating a stronger, more resilient community for generations to come, and

Whereas, Jacqueline D. Roseboro has demonstrated an unwavering commitment to empowering our youth through her tireless efforts in teaching sewing skills within the 4-H program, and

Whereas, Jacqueline D. Roseboro's dedication to fostering creativity, responsibility, and camaraderie among young individuals has not only enriched their lives but has also strengthened the fabric of our community, and

Whereas, Jacqueline D. Roseboro's recent induction into the 4-H Hall of Fame serves as a testament to her exceptional contributions and longstanding impact on the lives of countless youth,

Now, therefore, be it proclaimed that, we, the Columbus County Commissioners do hereby recognize and honor Jacqueline D. Roseboro for her outstanding achievements and commendable service to our community.

APPROVED and ADOPTED this the 20th day of May, 2024

Agenda Item #10 ADMINISTRATION – EMPLOYEE SPOTLIGHT:

County Manager Eddie Madden recognized Sucreal Jackson from the Department of Aging as the employee spotlight.

Agenda Item #11: PRESENTATION – REGIONAL DIRECTOR / OFFICE MANAGER YVONNE NORRIS from the NC DEPARTMENT of INSUREANCE will PRESENT RESOURCES AVAILABLE to the COUNTY:

Regional Director/Office Manager Yvonne Norris is requesting to present what resources the NC Department of Insurance can offer the Commissioners and the County.

Agenda Item #12: ECONOMIC DEVELOPMENT – APPROVAL of the RESOLUTION in SUPPORT of the INDUSTRIAL DEVELOPMENT FUND (IDF) from NC COMMERCE:

Economic Development/Planning Dylan Bowen requested approval of the resolution in support of the Industrial Development Fund (IDF) from NC Commerce.

MOTION:

Commissioner Smith made a motion to approve, seconded by Commissioner Floyd. The motion unanimously passed.

COUNTY OF COLUMBUS**RESOLUTION OF SUPPORT of INDUSTRIAL DEVELOPMENT FUND from NC COMMERCE**

BE IT RESOLVED, that a grant from the Department of Commerce through the County of Columbus be made to assist the International Logistics Park Infrastructure Expansion project.

BE IT FURTHER RESOLVED, that ___ Columbus County will administer this grant in accordance with the rules and regulations of the Department of Commerce.

BE IT FURTHER RESOLVED, that the County will administer this grant through the County Finance Office.

BE IT FURTHER RESOLVED, that the grant will be monitored quarterly to assure compliance with this proposal and the Department of Commerce regulations.

BE IT FURTHER RESOLVED, that the amount of the grant application will be \$1,577,575.

ADOPTED this 20th day of May, 2024.

COLUMBUS COUNTY BOARD OF COMMISSIONERS**Agenda Item #13: HISTORIC COURTHOUSE – APPROVAL of CHANGE ORDER #3 for DEMOLITION of VESTIBULE, INSTALLATION of an EXTERIOR TRENCH DRAIN, and ADA RAILINGS:**

County Manager Eddie Madden requested approval of Changer Order #3, in the amount of \$48,275.99, which includes the demolition of a vestibule, construction of an exterior trench drain and installation of ADA compliant railings. This will be funded through the Historic Courthouse Project.

MOTION:

Commissioner Featherson made a motion to approve, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #14: TABOR CITY CHAMBER – REQUESTING PERMISSION to POSSESS, TRANSPORT, RECEIVE, DELIVER, and DISPLAY FIREWORKS at SOUTH COLUMBUS HIGH SCHOOL, WAIVE PERMIT FEE and APPROVAL of \$1,000 SPECIAL APPROPRIATION BUDGET AMENDMENT:

Tabor City Chamber of Commerce Director Cynthia S. Nelson submitted a request for permission to possess, transport, receive, deliver and display fireworks, waive the permit fee and approval of the special appropriation budget amendment in the amount of \$1,000. This is for the 37th Annual Columbus County Fireworks Celebration Tuesday, July 2nd, 2024, to be held at South Columbus High School.

MOTION:

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



P. O. BOX 446 / 103-D EAST FIFTH STREET
 TABOR CITY, N. C. 28463
 910-377-3012 / 910-840-0292
tccofc@yahoo.com

Date: May 9, 2024

Re: Columbus County Fireworks Celebration

To: The Honorable Ricky Bullard, Chairman
 Columbus County Board of Commissioners
 127 W. Webster Street
 Whiteville, N. C. 28472

Dear Chairman Bullard,

The Greater Tabor City Chamber of Commerce is hard at work organizing the 37th Annual Columbus County Fireworks Celebration to be held at South Columbus High School on Tuesday, July 2, 2024.

We appreciate the support you and the Columbus County Commissioners have given this event through the years. This event, while held at South Columbus High School just beyond the city limits of Tabor City, has always been recognized as Columbus County's Independence Day Celebration.

We welcome Veterans from Columbus County and beyond to attend and we will continue to honor and respect them with recognition during the annual celebration each year. We also invite entertainers from Columbus County, not just Tabor City. We are proud of the county within which we live and are so proud to call it our home. We have a variety of talent in Columbus County worthy of showcasing.

We are respectfully requesting that the permit fee again be waived as has been done since this event began. We also request that the Columbus County Board of Commissioners consider contributing \$1,000 to this annual event as you have in previous years. Your continued support is greatly appreciated. The citizens of Columbus County look forward to this patriotic event.

The Greater Tabor City Chamber of Commerce Board of Directors and its general membership appreciate your consideration of the above requests and we look forward to hearing from you soon.

Thank you for all that you do for Columbus County.

Sincerely,
Cynthia S. Nelson
 Cynthia S. Nelson, EVP

Cc: Mr. Edwin H. Madden, Jr., Columbus County Manager
 Mr. Brent Watts, Columbus County Commissioner, District 5
 Ms. Jana Nealey, Clerk to the Board

Agenda Item #15: HEALTH SERVICES – APPROVAL of SERVICE CONTRACTS for TARGETED PREPAREDNESS and MEDICAL DIRECOTR for FY 24/25:

Health Services Director Kim Smith requested approval of the service contracts for Targeted Preparedness which is grant funded and the Medical Director Contract, which is a combination of state funds and local appropriations.

MOTION:

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

_____) HEALTH DEPARTMENT PREPAREDNESS CONTRACT
 COLUMBUS COUNTY HEALTH) FY 2025 CONTRACT
 DEPARTMENT)

THIS AGREEMENT is made and entered into by and between the Columbus County Health Department, hereinafter referred to as the "DEPARTMENT," and On Target Preparedness, LLC, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the DEPARTMENT is a public health agency obligated to prepare and plan for response to bioterrorism, communicable disease or pandemic events; and

WHEREAS, the CONTRACTOR represents and warrants that his company has a certain expertise, training and experience that would assist the DEPARTMENT in preparing and planning.

NOW, THEREFORE, in exchange for mutual considerations, the sufficiency of which is acknowledged, the parties agree as follows:

I. CONTRACTOR'S SCOPE OF WORK. The CONTRACTOR shall provide the following services to the DEPARTMENT:

- (A) Coordinate the DEPARTMENT'S preparation of a Public Health Preparedness Program as required by Agreement Addendum 514 and any additional preparedness Agreement Addendums issued by the State of North Carolina;
- (B) Regularly inform the DEPARTMENT'S Health Director (or their designee) of any issues or concerns relating to the DEPARTMENT'S Public Health Preparedness Program;
- (C) Assist DEPARTMENT staff in training as to Public Health preparedness requirements;
- (D) As set forth in the North Carolina Division of Public Health Agreement Addendum 514, assist DEPARTMENT'S staff by:
 - 1. Attending at least 75% of regional preparedness meetings and ensuring no less than 75% of each meeting is attended.
 - 2. Attending the PHP&R Annual Symposium.
 - 3. Complete or coordinate necessary communications checks as required by AA 514:

guidelines propagated by the DEPARTMENT so that CONTRACTOR will be properly informed of legal, administrative procedures for the DEPARTMENT.

- 2. Provide the DEPARTMENT'S non-protected records, supplies, and equipment to enable the CONTRACTOR to fulfill his duties as described herein.

II. COMPENSATION. CONTRACTOR shall provide invoice with hours worked to DEPARTMENT by the 1st of each month. Upon receipt and audit of detailed and certified statements of services, the DEPARTMENT shall pay to the CONTRACTOR in the following manner: DEPARTMENT agrees to pay to CONTRACTOR an hourly rate of \$70.00. This contract will not exceed \$26,000.00 annually. It is estimated that approximately 8 hours of service average will be required for the life of this contract to fulfill these duties.

However, at all times at issue, CONTRACTOR shall be treated as an independent contractor and not as an employee of DEPARTMENT or Columbus County, the body politic.

III. TERM. The effective date of the contract is July 1st, 2024 and will end on June 30, 2025. This contract will automatically renew annually unless terminated as specified in Section IV.

IV. TERMINATION. Either party upon thirty (30) days written notice to the other may terminate this Contract. At the time of the termination of this Contract, no further payment shall be due from the DEPARTMENT, other than for time already worked, and no further services shall be due from CONTRACTOR. Notice should be sent to:

David Hesselmeier On Target Preparedness LLC 266 Braddock Drive Lillington, N.C. 27546	Mrs. Kim Smith Columbus County Health Dept. 304 Jefferson Street Whiteville, N.C. 228472
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V. AMENDMENT. This Contract will not be altered, changed, or amended except by a written document signed by the parties to this Contract.

VI. ASSIGNMENTS. The CONTRACTOR shall not assign or transfer any interest in this contract nor assign any claims for money due or to become due under this Contract without prior written approval by the DEPARTMENT.

VII. SUBCONTRACTING. The CONTRACTOR shall not subcontract any portion of the services to be performed under this Contract without prior approval of the DEPARTMENT.

person shall, on the grounds of race, color, national origin, sexual preference, age, or handicap be excluded from employment with or participation in, or be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this agreement. If CONTRACTOR is found to be not in compliance with these requirements during the term of this agreement, the CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

XIV. GOVERNING LAW. This Contract shall be governed by the laws of the State of North Carolina.

XV. SITE OF VENUE AND JURISDICTION. Any action between the parties in relation to this Contract shall solely and exclusively be filed in the General Court of Justice in Columbus County, North Carolina, which shall have personal and subject matter jurisdiction of the same.

XVI. IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

XVII. INDEMNIFICATION. The DEPARTMENT agrees to indemnify, defend, and hold the CONTRACTOR harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the CONTRACTOR relating to this Agreement or services provided pursuant to it.

XVIII. ALL THE TERMS. This Contract contains all terms of the parties' agreement, and any prior discussions or negotiations are encompassed herein.

- (a) Notification Drills (Call Down Drills)
- (b) Radio Checks
- (c) GETS Cards Checks

- 4. Complete an annual Integrated Preparedness Planning Workshop (IPFW) and revise or build a Integrated Preparedness Plan (IPP) based on the IPPW.
- 5. Complete an annual Medical Countermeasure (MCM) Action Plan by deadline set forth by AA 514. Coordinate Action Plan updates calls as requested by PHP&R.
- 6. Complete NC DETECT reports as required by AA 514.
- 7. Submitting updates on Points of Dispensing (PODs), Local Receiving Sites (LRS), and other locations as requested by PHP&R.
- 8. Ensure all staff are trained as required by the AA 514 on MCM, National Incident Management Systems (NIMS), and related topics.
- 9. Assist in maintaining radio equipment.
- 10. Coordinate Department's Respiratory Protection Program (RPP) including:
 - (a) Aiding in reviewing Department Policy
 - (b) Providing training on RPP based on OSHA requirements.
 - (c) Fit test staff based on OSHA standards.
- 11. Aid in ensuring an around-the-clock notification system is in place to receive reports of communicable disease and other public health threats.
- (E) Adhere to all DEPARTMENT policies.
- (F) Coordinate preparedness activities with surrounding partner agencies.

In order that CONTRACTOR can perform the above services, the DEPARTMENT will:

- 1. Provide access to all necessary information pertaining to administrative laws, standards, regulations, policies, and

VIII. APPROPRIATIONS. The terms of this Contract are contingent upon sufficient appropriations and authorization being made either by the County of Columbus, State of North Carolina or Congress of the United States for the compensation for services rendered under this agreement. If sufficient appropriations or authorizations are not made, the DEPARTMENT may terminate this contract by sending written notice to the CONTRACTOR as pursuant to Section IV.

IX. CONFIDENTIALITY. Any information given to or developed by the CONTRACTOR, or any assignees or subcontractors according to Paragraphs VI and VII above, in the performance of this Contract shall be confidential and shall not be made available to any individual, organization, or other entity by the CONTRACTOR without prior written approval of the DEPARTMENT.

X. BUSINESS ASSOCIATE CONSIDERATIONS UNDER HIPAA. The CONTRACTOR represents and warrants that he is considered a business associate of the DEPARTMENT (as defined by the Health Insurance Portability Act of 1996). The CONTRACTOR shall use protected health information in the course of his duties at the Columbus County Health Department only to necessitate the completion of Scope of Work. However, only documents necessary to perform duties hereunder will be accessible to the CONTRACTOR. CONTRACTOR represents and warrants that his staff are trained on HIPAA and will follow DEPARTMENT'S policies on HIPAA and protected information.

XI. PRODUCT OF SERVICES. All materials developed by the CONTRACTOR under this Contract will become the property of the DEPARTMENT. However, the CONTRACTOR maintains intellectual rights to use such materials as the CONTRACTOR sees fit, so long as they do not contain protected or confidential information belonging to the DEPARTMENT or its patients. DEPARTMENT retains the right to review any such template before CONTRACTOR uses it in relation to any matter other than DEPARTMENT work; and if DEPARTMENT determines that such template contains proprietary or confidential information belonging to the DEPARTMENT or the patients, CONTRACTOR shall not use such templates until the proprietary or confidential information is eliminated therefrom. In addition, the CONTRACTOR reserves the right to take photographs and videos while executing the scope of work for this contract. Any photographs and/or visuals could be used for marketing or other purposes. Any photographs and/or visuals will be discussed with the DEPARTMENT prior to use to ensure transparency.

XII. EQUAL OPPORTUNITY. The CONTRACTOR agrees to abide by all Federal and State laws, rules, and regulations pertaining to equal employment opportunity. The CONTRACTOR agrees to assure that no

IN WITNESS WHEREOF, the parties have executed this Contract.
ON TARGET PREPAREDNESS, LLC:

By: _____ (SEAL) DATE: _____
 David Hesselmeier
 On Target Preparedness, LLC
COLUMBUS COUNTY HEALTH DEPARTMENT

By: _____ (SEAL) DATE: _____
 Mrs. Kim Smith, Health Director
 Columbus County Health Department

FINANCIAL REVIEW BY COLUMBUS COUNTY: This instrument has been pre-audited and approved in the manner required by the Local Government Finance Control Act.

By: _____ (SEAL) DATE: _____
 Lacie Jacobs, FINANCE OFFICER

By: _____ (SEAL) Date: _____
Columbus County Board of Commissioners
 Chairman

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF COLUMBUS

THIS AGREEMENT is made and entered into as of this 1st day of July, 2024 by and between the Columbus County Health Department, hereinafter referred to as Department and Richard G. Berry, MD, hereinafter referred to as "Physician".

WHEREAS, Department operates and manages a Public Health Department located within its boundaries, to provide, in part, health care services to its citizens;

WHEREAS, Department is in need of a qualified licensed physician to serve as a medical consultant to Department;

WHEREAS, The Physician is a qualified licensed physician willing to serve as a medical consultant to Department; and

WHEREAS, and Department believe it is in the best interest of the parties, to the community's benefit, and for the enhancement of patient care that the Physician provide medical consultant services to Department.

NOW THEREFORE, in consideration of the mutual undertakings of the parties as hereinafter stated, they do agree as follows:

I. TERM OF AGREEMENT. The term of the Agreement shall begin on **July 1, 2024**, and end on **June 30, 2025**, after which it may be renewed in writing for successive periods of one (1) year. This Agreement may be terminated at any time by either party, without penalty, provided that written notice of such termination is furnished to the other party at least sixty (60) days prior to termination. This Agreement may be renegotiated by the parties annually. This Agreement shall be automatically terminated if funds are not authorized by the Columbus County Board of Commissioners and/or the State of North Carolina.

II. AFFILIATION. Physician and Department do hereby affiliate for the provision of medical consultation services for the enhancement of patient care. To that end, each party recognizes:

- A. That Physician and Department will each be responsible for their respective organization, administration, operation and financing of their responsibilities under this Agreement. Each shall maintain standards established by the recognized and appropriate bodies for efficient operation.
- B. The autonomy of Physician and Department is recognized and either may enter into agreements with other parties at any time. Physician and Department are independent and neither shall be, nor have the authority to act as an agent, employee or partner of

(v) Meet/consult with the North Carolina TB Medical Director, TB Nurse Consultant, designated Infectious Disease Physicians or TB Medical Advisory Committee members as deemed appropriate and necessary.

(vi) Physician has consultative back-up available which is provided 24 hours a day, 7 days a week, through a contract between North Carolina TB Control Program and Duke University. Dr. Jason Stout at Duke University is the current North Carolina TB Medical Director/TB Controller.

(vii) Document participation in TB related education annually.

L. Maintain current registration and licensure as a physician in good standing in the State of North Carolina; and

M. Physician will be added to the Health Department's Professional Liability Insurance Policy with the Snowden Company to include medical malpractice insurance, in an amount of not less than one million (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) annual aggregate.

IV. SPECIFIC RESPONSIBILITIES OF DEPARTMENT. Department shall be responsible to compensate Physician for professional services rendered, as described in Section III above:

- \$2,000.00 per month for medical consulting services.

V. BINDING EFFECT. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns; it may be amended at any time by written agreement of the parties hereto.

VI. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws of the State of North Carolina. Any dispute arising from this Agreement shall be filed in the state courts of North Carolina located in Columbus County, North Carolina.

VII. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between Physician and Department and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by the parties.

VIII. NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the parties.

IX. SEVERANCE CLAUSE. In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

the other. This Agreement shall not, under any conditions be constructed as an agency, employment or partnership agreement between the Physician and Department.

III. SPECIFIC RESPONSIBILITIES OF PHYSICIAN. Physician shall be responsible to:

- A. Serve as Medical Consultant for the Department and provide medical oversight to the professional public health staff.
- B. Assist in the preparation, review and approve by signature, standing orders adopted by Department in Program Areas (exception Women's Health) on not less than an annual basis;
- C. Consult with and advise Department in the resolution of unanticipated medical issues in Program Areas (exception Women's Health) as they arise;
- D. During a public health response, review and sign standing orders for the designated clinic staff providing public health response services.
- E. Ensure, through consultation and review, that the quality of medical services in Program Areas (exception Women's Health) provided by Department meets current medical standards of care;
- F. Provide medical supervision and serve as supervising physician for Department in Program Areas (exception Women's Health) as required by state, federal and local laws and rules, and program guidelines adopted by the North Carolina Commission for Health Services;
- G. Act as principal advisory to Department's Health Director and/or designee in matters of medical policy in Program Areas (exception Women's Health);
- H. Serve as an authorized representative to continue the public health program clinic's enrollment in the Medicare, Medicaid and private insurance programs.
- I. **Tuberculosis:**
 - (i) Provide Tuberculosis Physician Services, including review and recommendation follow-up of abnormal chest x-rays;
 - (ii) Sign standing orders for the treatment of Tuberculosis infection and disease; manage patients in accordance with the State Of North Carolina State Tuberculosis branch policies and procedures; and American Thoracic Society's Treatment of Tuberculosis;
 - (iii) Consult with other community physicians who request consultation.
 - (iv) Counsel physicians who prescribe outside the treatment protocols recommended by the North Carolina TB Program.

X. NONDISCRIMINATION. Professional will take affirmative action not to discriminate against any employee/patient or otherwise illegally deny any patient medical care because of race, creed, color, sex, age, disability, or national origin. Activities under this agreement will be conducted in accordance with the Title VI, Civil Rights Act of 1964; Title X; Title XIX; Americans with Disabilities Act of 1990; and any subsequent revision under federal and state law.

XI. Governing Law. This Contract shall be governed and construed in accordance with the laws of the State of North Carolina.

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.

Not to Exceed. The total amount paid pursuant to this contract shall not exceed \$ 24,000.00 .

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, the day and year above written.

Columbus County Health Department

By: Kimberly L. Smith
Kimberly L. Smith, Health Director

By: Richard G. Berry
Richard G. Berry, MD

Date: 05/20/24

Date: 6/4/24

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

By: Laete Jacobs
Laete Jacobs, Finance Director

Date: 5/20/2024

By: Richy Bullard
Columbus County Board of Commissioners
Chairman

Date: 5-20-24

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), dated July 01, 2024 is entered into by and between Columbus County Health Department by and through Columbus County Government and Richard G. Berry, MD (the "Business Associate") (each a "Party" and collectively the "Parties"), and is made a part of the service agreement between the parties effective July 01, 2024 (the "Service Agreement").

WHEREAS, under the Service Agreement, the Business Associate provides Columbus County Health Department a service involving the disclosure of Protected Health Information ("PHI") from Columbus County Health Department to the Business Associate or the Business Associate regularly uses or discloses PHI in the performance of its duties;

WHEREAS, both Parties are committed to protecting the confidentiality of PHI and complying with the Privacy Rule as defined herein in performing their respective obligations under the Service Agreement;

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which PHI will be handled among, the Business Associate and third parties during the term of the Service Agreement and after its termination; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which we hereby acknowledge, the Parties agree as follows:

I. DEFINITIONS:

- A. *Business Associate.* "Business Associate" shall mean the entity set forth in the opening paragraph of this Agreement and shall have the same meaning as the term in 45 CFR 160.103.
- B. *Covered Entity.* "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 150.103 and in reference to the party to this agreement, shall mean Columbus County Government/Columbus County Health Department.
- C. *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- D. *Privacy Rule.* "Privacy Rule" shall mean the federal Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, Subparts A and E, in effect or as amended, and with which compliance is required.
- E. *HIPAA Rules.* "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164.
- F. *Protected Health Information or PHI.* "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45

3. With express written permission by the Covered Entity, use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

III. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI:

- A. *Responsibilities of the Business Associate.* With regard to its use or disclosure of PHI, the Business Associate hereby agrees to do the following:
 1. To use or disclose PHI only as permitted or required by this Agreement or as otherwise Required by Law;
 2. To use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement and to comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI;
 3. To report to the designated Privacy Official of the Covered Entity or his or her designee, in writing, any use or disclosure of PHI that is not permitted or required by this Agreement of which Business Associate becomes aware within ten (10) business days of the Business Associate's discovery of such unauthorized use or disclosure, including breaches of unsecured PHI as required at 45 CFR 164.410 and any security incident of which it becomes aware;
 4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information;
 5. Make available PHI in a designated record set to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.524;
 6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
 7. To establish procedures for mitigating, to the extent practicable, any harmful effects from any improper use or disclosure of PHI that the Business Associate is obligated to report to the Covered Entity hereunder;
 8. To require all of its subcontractors and agents that receive, use or have access to PHI to agree, in writing, to adhere to the same restrictions and conditions on the use or disclosure of PHI that apply to the Business Associate pursuant to this Agreement;
 9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR 164, comply

CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- G. *Required by Law.* "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 160.103.
- H. *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- I. *Designated Record Set.* "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- J. *Health Care Operations.* "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501
- K. *Privacy Official.* "Privacy Official" shall have the meaning set out in 45 C.F.R. § 164.530(a)(1).
- L. *Electronic Protected Health Information.* "Electronic Protected Health Information" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media."
- M. *Electronic Media.* "Electronic Media" shall have the meaning set out in its definition at 45 CFR Section 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI:

- A. *Services.* Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as called for in the Service Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. All other uses and disclosures not authorized by this Agreement or Required by Law are prohibited.
- B. *Business Activities of the Business Associate.* Unless otherwise limited herein, the Business Associate may:
 1. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate
 2. Disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and

with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations;

10. Upon reasonable notice and prior written request, to make available during normal business hours at Business Associate's offices all records, books, agreements, internal practices, policies and procedures relating to the use or disclosure of PHI, to the Covered Entity for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement;
 11. Upon reasonable notice and prior written request, to make available during normal business hours at Business Associate's offices all records, books, agreements, internal practices, policies and procedures relating to the use or disclosure of PHI to the Covered Entity, or at the Covered Entity's request to the Secretary, in a time and manner designated by the Covered Entity or Secretary, for purposes of determining the Covered Entity's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges;
 12. To report to Covered Entity any disclosure by Business Associate that would have to be included in an accounting of disclosures to an Individual under 45 CFR 164.528 (including without limitation a disclosure permitted under 45 CFR 164.512), within five (5) business days of any such disclosure, along with any information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures under 45 CFR 164.528;
 13. Subject to Section VI.D. of this Agreement, return to the Covered Entity or destroy, within thirty (30) days of the termination of this Agreement, any and all PHI in its possession and retain no copies (which for purposes of this Agreement shall include without limitation destroying all backup tapes and permanently deleting all electronic PHI);
 14. To disclose to its subcontractors, agents or other third parties, and request from the Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder, and;
 15. Make its internal practices, books and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- B. *Responsibilities of the Covered Entity.* With regard to the use or disclosure of PHI by the Business Associate, the Covered Entity hereby agrees
 1. To inform the Business Associate of any changes in the form of notice of privacy practices (the "Notice") that the Covered Entity provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Business Associate a copy of the Notice currently in use;

- 2. To inform the Business Associate of any changes in, or revocation of, the permission by Individual to use or disclosure PHI if such changes affect Business Associate's permitted or required uses and disclosures;
- 3. To notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under the Privacy Rule that may impact in any manner the use or disclosure of PHI by the Business Associate under this Agreement, including, but not limited to, restrictions on use or disclosure of PHI agreed to by the Covered Entity as provided for in 45 C.F.R. § 164.522;
- 4. That Business Associate may make any use or disclosure of PHI permitted under 45 C.F.R. § 164.512 and applicable state law except that uses or disclosure for research are not permitted without prior approval by the Covered Entity;

- 2. to notify the Business Associate, in writing, of any amendments to the PHI in the possession of the Business Associate that the Business Associate shall make and inform the Business Associate of the time, form and manner in which such amendments shall be made; provided, however, that the Covered Entity will not make such a request unless it has determined that the amendments are necessary because the PHI that is the subject of the amendments has been, or could foreseeably be, relied upon by the Business Associate or others to the detriment of the Individual who is the subject of the PHI to be amended.

IV. ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI:

- A. **Responsibilities of the Business Associate with Respect to Handling of Designated Record Set.** In the event that CCHD notifies the Business Associate that any PHI created, held or maintained by Business Associate or to which Business Associate has access, constitutes a Designated Record Set, the Business Associate hereby agrees to do the following:
 - 1. at the request of, and in the time and manner designated by the Covered Entity, to provide access to the PHI to the Covered Entity or the Individual to whom such PHI relates to meet a request by such Individual under 45 C.F.R. § 164.524; and
 - 2. at the request of, and in the time and manner designated by the Covered Entity, to make any amendments to the PHI that the Covered Entity directs pursuant to 45 C.F.R. § 164.526; provided, however, that the Covered Entity will not make such a request unless it has determined that the amendments are necessary because the PHI that is the subject of the amendments has been, or could foreseeably be, relied upon by the Business Associate or others to the detriment of the Individual who is the subject of the PHI to be amended.
- B. **Responsibilities of the Covered Entity with Respect to the Handling of the Designated Record Set.** In the event that CCHD notifies the Business Associate that any PHI created, held or maintained by Business Associate or to which Business Associate has access constitutes a Designated Record Set, the Covered Entity hereby agrees to do the following:
 - 1. to notify the Business Associate, in writing, of any PHI that Covered Entity seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner and form in which the Business Associate shall provide such access; and

V. SECURITY REQUIREMENTS

Business Associate agrees to:

- A. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- B. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguard to protect the Electronic Protected Health Information.
- C. Report to the Covered Entity any security incident of which Business Associate becomes aware.

VI. TERMS AND TERMINATION:

- A. **Term.** This Agreement shall become effective on the date of execution of the Service Agreement, and shall terminate upon the termination or expiration of the Service Agreement. Certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Section IX. A. herein.
- B. **Termination by the Covered Entity.** As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach. Failure by the Business Associate to cure said breach to the satisfaction of the Covered Entity within the thirty (30) day notice period is grounds for the immediate termination of this Agreement.
- C. **Automatic Termination.** This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Service Agreement.

D. Effect of Termination.

- 1. Except as provided in Paragraph (2) of this Section VI. D., upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity (including without limitation destroying all backup tapes and permanently deleting all electronic PHI). This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- 2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity a written statement that the Business Associate has determined it is infeasible to return or destroy the PHI in its possession, and written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
- 3. If it is infeasible for the Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this agreement to the subcontractors' or agents' use or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the PHI infeasible.

VIII. OWNERSHIP OF INFORMATION:

The parties acknowledge that as between Covered Entity and Business Associate, Covered Entity holds and retains all right, title and interest in and to the PHI, and Business Associate does not hold, and will not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity, any right, title or interest in or to the PHI or any portion thereof, including without limitation data acquired through the de-identification of PHI. Except as otherwise agreed to in writing by the parties, Business Associate will have no right to compile or distribute statistical analyses or reports utilizing aggregated data or de-identified data derived from the PHI or any other health and medical data obtained from Covered Entity.

IX. MISCELLANEOUS:

- A. **Survival.** The respective rights and obligations of Business Associate and Covered Entity relative to Sections III.A. and VI.D., solely with respect to the PHI Business Associate retains in accordance with Section VI.D. due to the infeasibility of returning or destroying such PHI, shall survive termination of this Agreement indefinitely. In addition, Section IV, shall survive termination of this Agreement, provided that the Covered Entity determines that the PHI being retained pursuant to Section VI.D. constitutes a Designated Record Set. The respective rights and obligations of the Parties under Section VII, shall survive termination of this Agreement indefinitely.
- B. **Amendments: Waiver.** This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- C. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights or remedies whatsoever.
- D. **Regulatory References.** Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a reference to such section as it may be subsequently updated, amended or modified.

VII. INDEMNIFICATION:

The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any negligent acts or omissions related to this Agreement, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The Parties' obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

- E. **Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below:

If to Business Associate, to: **Richard G. Berry MD**
15 Hill Plaza Suite A
Whiteville, NC 28472
Attention: Richard G. Berry, MD

If to Columbus County, to: **Columbus County Health Department**
PO Box 810
Whiteville, NC 28472
Attention: Kimberly L. Smith

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

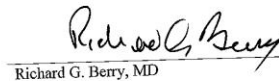
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

FOR COLUMBUS COUNTY GOVERNMENT


 Kimberly L. Smith Health Director

05/20/24
 Date

FOR BUSINESS ASSOCIATE


 Richard G. Berry, MD

6/4/24
 Date

Agenda Item #16: AIRPORT – ACCEPTANCE of the DIVISION of AVIATION STIP GRANT AGREEMENT and APPROVAL of the CAPITAL PROJECT ORDINANCE:

Airport Director Phil Edwards requested acceptance of the Division of Aviation STIP Grant Agreement with NC Department of Transportation in the amount of \$2,795,538, for Apron Expansion and the capital project ordinance associated.

MOTION:

Commissioner Floyd made a motion to approve, seconded by Commissioner Smith. The motion unanimously passed.



APRON EXPANSION

GRANT AGREEMENT

STATE AID TO AIRPORTS
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
COLUMBUS COUNTY

AIRPORT: COLUMBUS COUNTY
MUNICIPAL

PROJECT NO: 46342.3.1

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

This agreement shall be effective on _____ and shall terminate on APRIL 18, 2026 with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department, subject to limitations and conditions stated therein, to provide State Aid in the forms of loans and grants to cities, counties and public airport authorities of North Carolina for the purpose of planning, acquiring and improving municipal, county and other publicly-owned or publicly controlled airport facilities, and to authorize related programs of aviation safety, education, promotion and long-range planning; and

WHEREAS, the Sponsor has made a formal application dated APRIL 23, 2024 to the Division of Aviation ("Division") for State Transportation Improvement Program (STIP) funds for the COLUMBUS COUNTY MUNICIPAL AIRPORT and

WHEREAS, a grant in the amount of \$2,795,538 not to exceed 100 percent of the final, eligible project costs of \$2,795,538 subject to the conditions and limitations herein; and

WHEREAS, the Agreement of State Financial Aid/State Transportation Improvement Program (STIP) funds will be used for the following approved project:

DOA FORM REVISED 12/2018

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APPENDIX A6.4.1

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

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

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

- Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Department, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.
- The Sponsor agrees to comply and assures the compliance by each of its third-party contractors and subrecipients at any tier, with the provisions of G.S. § 143-59.2, "Certain vendors prohibited from contracting with State." G.S. § 133-32 and Executive Order 024 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted or promised by any employees of your organization. This prohibition covers those vendors and contractors who:
 - have a contract with a governmental agency; or
 - have performed under such a contract within the past year; or
 - anticipate bidding on such a contract in the future.
- The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and the Sponsor's approval of the Agreement.
- The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.
- The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook*.

APPENDIX A6.4.2

TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

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

**APPENDIX A6.4.5
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

Pertinent Nondiscrimination Authorities:

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

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

- A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Division's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.
- A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public per G.S. § 63-65.
- A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.
- A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.
- A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.
- A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.
- A-7. Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.
- A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Division.

**APPENDIX A6.4.4
TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM**

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

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

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

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

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

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

DATE: _____

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

SIGNED: _____

TITLE: _____

DATE: _____

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

SIGNED: _____

TITLE: _____

DATE: _____

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

- B-1. It is the policy of this State to encourage and promote participation by the Disadvantaged Business Enterprise Program (MBE and WBE) in contracts let by the Department pursuant to G.S. § 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure DHE's have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The Sponsor assures and certifies with respect to this Agreement that they will pursue these requirements as stipulated by the Department in the advertising, award, and administration of all contracts, and require the same for all contractors, subrecipients, or subcontractors. The DBE Program is governed by G.S. § 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of the North Carolina Administrative Code.
- B-2. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.
- B-3. Bids will be taken in accordance with G.S. § 143-129. The Division will approve or disapprove the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval.
- B-4. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.
- B-5. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.
- B-6. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30 and December 31.
- B-7. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.
- B-8. It is the policy of the Department not to award funds to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no state funds will be provided for any work performed by the contractor(s) or sub-contractor(s) which have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to ensure that only properly qualified contractors are given construction contracts for work.

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

- C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under this Agreement and the approved project budget. Acceptable items of work are those referenced in the *North Carolina Airports - Program Guidance Handbook* and North Carolina General Statutes.
- C-2. The Sponsor shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Sponsor shall make such materials available at its office at all reasonable times during the contract period and for five (5) years from the date of final payment under this Agreement for inspection and audit by the Division.
- C-3. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the audit report, but not later than nine (9) months after the Sponsor's fiscal year ends.
- C-4. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Division:
 - A. Payments from the Division to the Sponsor are made on an advance or a reimbursement basis.
 - B. If an advance payment is received, the Sponsor must pay all contractors/vendors within 3 business days of receipt of the Division's advance payment and provide proof of payment (payment verification).
- C-5. The Sponsor may make application to the Division for a corresponding increase if, after the acceptance of the project by the Division, the final State share of approved eligible project costs is more than the amount of State funds obligated for the project. This increase will be considered for funding in accordance with their relative priority versus other applications for available State funds. The Division's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Division for any payment above this amount unless and until the Sponsor receives notice of availability confirmed in a written modification by the Division.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

- D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.
- D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.
- D-3. The acquisition cost of each parcel, building, or other real property acquired with state financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.
- D-4. For each parcel, building, or real property, fair market value shall be established by an appraisal, completed by a competent NCDOT approved appraiser and an appraisal review, completed by an NCDOT staff reviewer or outsourced by the NCDOT to a competent consultant appraisal reviewer. For complex acquisitions, estimated claims over \$1,000,000 or estimated claims with over \$250,000 in damages, fair market value shall be established by two appraisals: one original appraisal and one review appraisal. In such cases, all other provisions of this Section shall apply.
- D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.
- D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.
- D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.
- D-8. Negotiated values above the fair market value shall not be eligible for state funds unless, prior to the final agreement for acquisition, the Sponsor has received the approval of the Department for paying such negotiated values in lieu of the appraised fair market value.
- D-9. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making appropriations to the STIP Airport Apron Expansion
Project Fund
for the Fiscal Year beginning July 1, 2023

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 STIP Airport Apron Expansion Capital Project as of May 20, 2024 pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2023.

Source of Revenue	
51-3466-431019 - STIP Appropriations	\$2,795,538

Project Appropriations	
51-4545-519034 – Engineering Services/Basic Fees	\$104,900
51-4545-519036 – Project Inspection, QA Testing	\$183,720
51-4545-524000 - Construction	\$2,506,918
Total Appropriations	\$2,795,538

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

Section 3: The Finance Director is hereby directed to maintain within the 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 Project shall become effective on May 20, 2024. ADOPTED, this 20th day of May, 2024

Ricky Bullard, Chairman

Jana Nealey, Clerk to the Board
Columbus County Board

Agenda Item #17: ADMINISTRATION – APPROVAL of CHANGE ORDER #1 for the HMGP-FLORENCE NON-EXPEDITED ALLOCATION:

David Carter from the Adams Company sent a request for the approval of Change Order #1 for the HMGP – Florence Non-Expedited allocation in the amount of \$5,850, which is included in the grant. Assistant County Manager Gail Edwards explained the request to the board.

MOTION:

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

Attachment A

CHANGE ORDER

CHANGE ORDER NO. 1
DATE: 5/8/24
AGREEMENT DATE: 4/5/24

Name of Project: 2018 Columbus County HMGP - Demo Group 1
Owner: Columbus County
Contractor: Finesse Builders Inc. (Ginger Carter)

All Parties hereby agree to the following changes:

413 Angelo Circle – septic tank pumped, crushed; shed and pump house capped/ demoed \$1,900.00
214 W. Walter St – time and removal fees for demo of concrete sheds on site \$3,950.00

Original Contract Price: \$20,700.00
Previous Change Orders Total: \$ 0.00
This Change Order (Add) (Deduct): \$ 5,850.00
New Contract Price: \$26,550.00

Original Contract Time: 60 Days
Previous change from Change Orders (increase) (decrease): 0
Change in time for this Change Order (increase) (decrease): 18
Total Contract Time including all adjustments: 78 Days

The aforementioned change order and work affected thereby, are subject to all contract stipulations and covenants.

This Change Order is made a part of the contracts dated first above, and the parties hereunto set their signatures.

Ginger Carter
(CONTRACTOR)

(OWNER)

Approved: _____, 20____

By: Gail Edwards
(Consultant)

Change order: 1
Date: 5/8/24

All Parties hereby agree to the following changes:

413 Angelo Circle – septic tank that was buried needs to be pumped, crushed and filled - \$500.00
Tank was buried and not known by contractor.
413 Angelo Circle – shed and pump house capped and demoed - \$1,400.00
Shed was hidden by vegetation and not assumed to be part of the property by contractor. Pump equipment needs to be removed and shaft removed below grade and sealed.
214 W. Walter St – time and removal fees for demo of concrete shed on site - \$3,950.00
Composition of slab, plus interior block walls of shed will require additional time in labor and transportation cost plus increased transfer station fees for weight.

Agenda Item #18: SOLID WASTE – APPROVAL of the LOW BID for DUMP TRUCK:

Public Utilities Director Harold Nobles requested approval of the low bid from Capital CJD in the amount of \$81,577, for a dump truck to assist with maintenance of recycling centers and maintenance and repairs to our buildings and grounds. This was pre-budgeted.

MOTION:

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

Capital CJD

ARTICLE I WATERFIELD RIDGE PLACE, GARNER NC. 27529

PRICE QUOTE Prepared by Keith Pearce - 919-889-6091 kpearce@capitalcid.com		
Date	5/6/2024	
Customer Information:		
COLOMBUS COUNTY SOLID WASTE 205 LEE AVE WHITEVILLE, NC 28472 ATTN: CHRIS NOBLES		
Description of Vehicle(s);	Quantity	
RAM 4500 CREW CAB KNAPHEIDE 11' LANDSCAPE DUMP 69	1	
Itemized Cost		
MSRP	CHASSIS	70,775.00
UPFIT	KNAPHEIDE 11" BODY	16,111.00
DEALER MARK UP		0.00
LOCATING FEES DELIVERY FEE		0.00
	WHITEVILLE, NC	0.00
		0.00
DISCOUNT		-5,310.00
NET SELLING PRICE		0.00
PROCESSING FEE		0.00
TAG FEE		1.00
TOTAL COST		81,577.00

Agenda Item #19: SHERIFF’S OFFICE – ACCEPTANCE of the GOVERNERS HIGHWAY SAFETY PROGRAM GRANT:

Captain Robert Creech requested acceptance of the Governors Highway Safety Program Grant in the amount of \$229,558 which will require a local match of \$34,434, to be appropriated from the Sheriff’s Office FY 24/25 budget. The grant will fund two cars, two deputies, and equipment.

MOTION:

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

Resolution

**North Carolina Governor’s Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION**

WHEREAS, the Columbus County Sheriff’s Office (herein called the “Agency”), (The Applicant Agency)

has completed an application contract for traffic safety funding; and that Columbus County Board of Commissioners (herein called the “Governing Body”) (The Governing Body of the Agency)

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Columbus County Board IN OPEN MEETING ASSEMBLED IN THE CITY OF Whiteville, NORTH CAROLINA, THIS DAY OF , 20 24 , AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Sheriff William A. Rogers is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor’s Highway Safety Program for federal funding in the amount of \$ 195,124.00 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 34,434.00 as required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor’s Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____ (Chairperson/Mayor)

ATTESTED BY _____ SEAL

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North Carolina Governor's Highway Safety Program

SECTION A – GENERAL INFORMATION

**Columbus County 4-year Traffic Team1. Project Title: * 2025Fiscal Year:
1000000179 - COLUMBUS COUNTY**

2. Agency:

Justin Worley

3. Contact Person for Agency:

SHERIFF

PO Box 280

WHITEVILLE, NC 28472-0280

4. Agency Address:

(910) 642-6551

5. Telephone Number: *

(910) 770-2141

6. Cell Phone:

817 Washington Street

Whiteville, NC 28472

7. Physical Location of Agency *

jworley@columbussheriff.com

8. Email of Contact Person *

9. Federal Tax ID Number / Type of Agency

56-6000289Federal Tax ID Number: *

V1UAJ4L87WQ7Unique Entity Identifier:

COLUMBUS County: *

Type of Agency

State Non-Profit

County Higher Education

Municipality Hospital

10. Project Year *

New Continuation

Year: 1 2 3 4+

1000020688Application Number:

11. Allocation of Funding *

85.00Federal % 15.00Local %

Source of Funds

12. Budget Total Project Amount Federal Amount State/Local Amount

Personnel Costs \$120,558.00 \$102,474.00 \$18,084.00

Contractual Services

Other Direct Costs \$109,000.00 \$92,650.00 \$16,350.00

Indirect Costs

Total Project Costs \$229,558.00 \$195,124.00 \$34,434.00

All expenses not covered under the GHSP contract will be budgeted in the Sheriff's Office annual budget and paid with General

Operational Budget.

13. Specify How Non-Federal Share Will Be Provided: *

Project Number: CFDA#: 20.

Work Type:

SECTION B – DESCRIPTION OF PROJECT

Statement of Problem (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include

countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Problem Identification:

Columbus County was ranked 28th in fatalities, with an average of 21.0 fatalities each year. Based on the FY 18-22 crash data.

Columbus County was ranked 20th in Speed Related fatal crashes, 17th in Speed related Fatalities, 25th in older driver fatal

crashes, 22nd in unrestrained fatalities, and 24th in unrestrained serious injuries. Columbus County is ranked 28th overall worst

county for fatal crashes. Statistically the total number of Fatalities for Columbus County has increased from 16 fatalities in 2018

to 26 fatalities in 2022, at an average of 2 additional fatalities each year between 2018 to 2022.

Description of Service Area:

Columbus County is a county located on the southeastern border of North Carolina. Its county seat is Whiteville. As of the 2020

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census, the population was 50,623. The Sheriff's Office is committed to improving the traffic safety of our roads. The Columbus

County Sheriff's Office employees a total of 100 full time Sworn Law Enforcement Officers with 72 of those Officers assigned to

specific duties, The Sheriff's Office only has 24 officers assigned to 4 separate 6 person shifts of the patrol division, the

Columbus County Sheriff's Office has assigned 2 officers to the GHSP Traffic Team, and 2 Officers assigned to the Heavy

Enforcement Action Team (H.E.A.T.) to help combat the traffic violations that lead to fatalities in Columbus County. However,

with the number of calls for service that the patrol shifts have to respond to, the patrol division is limited to time spent enforcing

traffic violations. This leaves the sole responsibility of traffic enforcement to the 2 assigned GHSP Traffic Team Officers, with the

assistance of the 2 H.E.A.T Officers.

Description of Demographics:

Columbus County is predominantly rural and is a main corridor leading to the coastal counties of North and South Carolina.

Some of these highways are Future Interstate Corridor US Highway 74, US Highway 76, US Highway 701, NC Highway 410, NC

Highway 87, NC Highway 11, NC Highway 211, NC Highway 904, NC Highway 905, and NC Highway 130. This creates

congested highways which leads to increased speed related and unrestrained related crashes. Columbus is the third largest

county in North Carolina consisting of over 950 square miles with only 5 municipalities that have dedicated police departments

covering only 31 square miles which requires the Sheriff's Office to supplement these efforts.

(*Wikipedia)

Description of Agency:

Columbus County Sheriff's Office has participated in the GHSP Program Initiative for four years on a previous personnel grant.

This will be the fifth year of the Columbus County Traffic Team and will be the first year with an additional two patrol officers on

the Traffic Team if awarded this grant. Bringing the total number of GHSP Traffic Officers at the Columbus County Sheriff's

Office from 2 to 4 total Officers on the Traffic Team. The two previously funded personnel are still dedicated solely to traffic

enforcement and will be supplemented with the two additional positions if awarded this Grant. Columbus County Sheriff's Office

began an active highway safety initiative prior to the development of a dedicated Traffic Team in October of 2020. Nighttime

Traffic Checkpoint stations with the Bat Mobile had been scheduled for nearly every month since 2020.

There are a minimum of

2 license checkpoints, and a minimum of 2 saturation patrols held each week by out traffic team and patrol officers. The Sheriff's

Office works with the NCSHP, municipalities, and neighboring county agencies on campaigns as well as sponsoring check

points. (*See BAT Statistical Worksheets and Traffic Event Report in Step Program)

Proposed Solution (Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem

identified in the "Statement of Problem" section):

The Columbus County Traffic Team will continue to conduct High Visibility Enforcement focusing on reducing fatalities,

specifically unrestrained and speed related fatalities. The current Traffic Team of two officers, through enforcement, have

helped to reduce the number of Speed Related Fatal Crashes from 9 to 7, and Speed Related Fatalities from 11 to 10 in the

21-22 fiscal years. Adding two more dedicated officers to the existing Traffic team, and having them focused on reducing overall fatalities, speed related fatalities, and unrestrained fatalities, will in turn increase speeding violation contacts, as well as seatbelt violation contacts. Which should mitigate and reduce the current speed related fatal, unrestrained fatal, and overall fatal rankings for Columbus County. This will be accomplished with a collaborative effort between the two new Traffic Officers, the existing Traffic Team, local Law Enforcement, The Sheriff's Office, Municipalities, and the State Highway Patrol. The traffic team will use available data to conduct operations in areas that contribute the highest benefit of fatality reduction. The Columbus County Sheriff's Office will promote enforcement through press releases, traditional media, and social media engagement, as well as educational events. The new dedicated officers along with the existing officers will conduct additional educational events throughout Columbus County and therefore will increase the contacts and opportunities to distribute and share educational material to the public. The funds for educational material will be essential with the addition of this grant to purchase the material to increase these educational events. The Columbus County Sheriff's Office recognizes the value of maintaining a transparent and collaborative partnership with the community we serve. Collectively, these partnerships not only strengthen law enforcement and community relations but also reinforce our efforts for implementing effective and sustainable traffic safety strategies. In doing so, the Columbus County Sheriff's Office remains committed to engaging with and sharing information with the members of our community through open dialogue. With these thoughts in mind, engagement opportunities will be accomplished by coordinating and/or participating in various forums, meetings, and community functions whereby feedback from citizens and business owners alike are first solicited and then integrated into practical traffic safety initiatives. Over time, the effectiveness of these initiatives will be assessed, and the results communicated back to the community. To ensure transparency in the methods used during traffic enforcement activities, the Columbus County Sheriff's Office will make available to the community information regarding how to access traffic stop data already required and compiled by the North Carolina State Bureau of Investigation.

Page 3 of 6

Budget Justification (Provide a detailed explanation of the costs associated with proposed project):
 The personnel budget covers two officers dedicated to traffic enforcement. The budget will also cover Mobile Data Terminals to ensure that officers have the use of Brazos (e-citation) for citing traffic violations. MDTs also allow for electronic submission of data being timelier and more available for the State of NC and its entities to recognize trends and identify solutions for areas of high traffic fatalities. The budget will need to cover in-car cameras. The successful adjudication of traffic violations is important. The installation of in-car cameras will help traffic officers retain critical evidence that will likely be necessary to secure a conviction in court thereby bolstering the importance of these primary traffic safety offenses. In addition, they will provide the ability to hold officers, as well as the citizenry accountable for the interaction that occurs during the traffic enforcement activities. This in turn will generate heightened interest and support for continuing traffic enforcement operations. Lastly it will provide training resources and subsequent opportunities for the officers and public alike when seeking traffic safety intervention strategies.

The Columbus County Sheriff's Office has continued to see an increase in speeding violations. The majority of enforcement taking place on major roadways due to high crash volume, speeding continues to be a significant cause of crashes within our county as we are ranked 20th in the State for Speed Related Fatal Crashes, and 17th in the State for Speed Related Fatalities.

With funding for two RADARS for the two additional officers, they can be placed in areas to combat this concern.

All budgeted items will meet strict GHSP requirements. Equipment purchases, and personnel expenses will adhere to the goals set forth in this grant and the objectives of this GHSP Initiative. Some expense is projected for educational pamphlets and materials which will be approved by GHSP prior to printing/publishing.

Travel Justification (Provide justification for all travel expenses): The Columbus County Sheriff's Office Traffic Unit will use in-state travel funds to attend trainings, GHSP campaign events and attend other highway safety training as needed.

To be completed by law enforcement agencies seeking first year grant:

Provide the agency's number of sworn officers 100

Does the agency currently have a dedicated traffic or DWI unit? Yes No

If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit? 2

For applicants requesting enforcement grants, please provide the following county fatality rankings:

Information can be located at: (<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Overall Fatality Ranking: 28

Alcohol Fatality Ranking: 33

Unrestrained Fatality Ranking: 22

Speed Related Fatalities: 17

Other Applicable Rankings: (Specify) Unrestrained Serious Injuries 24th, Speed Related Fatal Crashes 20th,

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

21Year 20 377Occupant Protection Citations 2DWI Citations 493Speed Citations

22Year 20 430Occupant Protection Citations 12DWI Citations 1,194Speed Citations

23Year 20 635Occupant Protection Citations 7DWI Citations 820Speed Citations

Goals and Objectives (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and

objectives. For more detailed information, see "How to write an effective traffic safety project" located at: <https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>

Reduce the number of overall traffic fatalities in Columbus County by 15% from the 2018-2022 average of 21 to 17 by September 30, 2025.

Goal #1: Page 4 of 6

Increase overall speed, seatbelt, and impaired driving contacts by 15% from 1,462 in 2023 to 1,682 by September 30, 2025. Increase awareness of driving safety in Columbus County through at least 4 educational programs in community meetings by September 30, 2025.

Objectives: Reduce the number of unrestrained related fatalities in Columbus County by 20% from the 2018-2022 average of 7.4 to 5 by September 30, 2025.

Goal #2: Increase occupant protection contacts by 20% from 635 to 762 by September 30,

2025.Objectives: Reduce the number of speed related fatal crashes in Columbus County by 20% from the 2018-2022 average of 5.0 to 4 by September 30, 2025.

Goal #3: Increase speeding contacts by 20% from 820 to 984 by September 30, 2025.Objectives:

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

Reduce NC's traffic-related fatalities by 4% from the 2022 total of 1,784 to 1,712 by December 31, 2025.

Reduce NC's alcohol-related fatalities by 4% from the 2022 total of 448 to 430 by December 31, 2025.

Reduce NC's unrestrained fatalities by 4% from the 2022 total of 562 to 539 by December 31, 2025.

Reduce NC's speed-related fatalities by 4% from the 2022 total of 426 to 408 by December 31, 2025.

Reduce NC's young driver-related fatalities by 4% from the 2022 total of 198 to 190 by December 31, 2025.

Reduce NC's motorcycle fatalities by 4% from the 2022 total of 237 to 227 by December 31, 2025.

Increase NC's seat belt usage rate from the 2022 usage rate of 90.8% to 91.46% by December 31, 2025.

SECTION C – BUDGET DETAIL

Personnel Costs

Personnel Position Salary

1 Activity Hours for Deputy (2080 Hours) \$42,322.00

2 Activity Hours for Deputy (2080 hours) \$42,322.00

\$84,644.00Total Salaries Cost:

Personnel Fringe Benefits Cost

1 Fringe (42.43%) \$35,914.00

\$35,914.00Total Fringe Benefits Cost:

\$120,558.00Total Personnel Costs:

Other Direct Costs

Equipment Quantity Cap Amount Cost

1 PATROL VEHICLE-INCLUDES EMERGENCY LIGHTING, SIREN, RADIO, CONSOLE, STRIPING, INSTALLATION AND SHIPPING 2 \$40,000.00 \$80,000.00

2 MOBILE DATA TERMINAL-INCLUDES HARDWARE, SOFTWARE, MODEM, DATA PACKAGE, INSTALLATION AND SHIPPING 2 \$4,000.00 \$8,000.00

3 RADAR-INCLUDES INSTALLATION AND SHIPPING 2 \$2,500.00 \$5,000.00

4 IN-CAR VIDEO SYSTEM-INCLUDES INSTALLATION AND SHIPPING 2 \$6,000.00 \$12,000.00

\$105,000.00Total Equipment Cost

Other Equipment Details :

Other Items and Equipment Direct Cost: Cost

1 Educational Pamphlets/materials \$1,000.00

\$1,000.00Total Other Items and Equipment Direct Cost:

Travel Cost

1 In-State Travel \$3,000.00

Page 5 of 6

\$3,000.00Total Travel Cost:

\$109,000.00Total Other Direct Costs:

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of

activities to be performed in each quarter.

Conditions for Enforcement Projects Only

By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.

- A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units

during at least one of the impaired driving checkpoints.

Participate in a minimum of 1 Seat Belt Checkpoint.

Conduct a minimum of 1 nighttime Seat Belt Initiative

Participate in GHSP campaigns.

Report monthly enforcement data reports.

Report quarterly reports.

Use the agency social media and local news outlets to promote Click It or Ticket and Booze It and Lose It occupant protection events.

Use the agency social media and local news outlets to educate on the importance of speed compliance.

Host or participate in at least one safe driving educational event at a school, community event, or public venue.

Conduct occupant protection/seat belt education and outreach initiative to run concurrently with all NCGHSP Click It or Ticket

Campaigns.

Host/participate in community engagement event(s) and receive public feedback regarding traffic safety issues and concerns.

Incorporate feedback into traffic enforcement strategies. Provide information on how to access/review traffic stop data through

the North Carolina State Bureau of Investigation.

First Quarter (October, November, December)

Participate in a minimum of 1 Seat Belt Checkpoint.

Conduct a minimum of 1 nighttime Seat Belt Initiative

Participate in GHSP campaigns.

Report monthly enforcement data reports.

Report quarterly reports.

Use the agency social media and local news outlets to promote Click It or Ticket and Booze It and Lose It occupant protection events.

Use the agency social media and local news outlets to educate on the importance of speed compliance.

Host or participate in at least one safe driving educational event at a school, community event, or public venue.

Conduct occupant protection/seat belt education and outreach initiative to run concurrently with all NCGHSP Click It or Ticket

Campaigns.

Second Quarter (January, February, March)

Participate in a minimum of 1 Seat Belt Checkpoint.

Conduct a minimum of 1 nighttime Seat Belt Initiative

Participate in GHSP campaigns.

Report monthly enforcement data reports.

Report quarterly reports.

Use the agency social media and local news outlets to promote Click It or Ticket and Booze It and Lose It occupant protection events.

Use the agency social media and local news outlets to educate on the importance of speed compliance.

Host or participate in at least one safe driving educational event at a school, community event, or public venue.

Conduct occupant protection/seat belt education and outreach initiative to run concurrently with all NCGHSP Click It or Ticket

Campaigns.

Third Quarter (April, May, June)

Participate in a minimum of 1 Seat Belt Checkpoint.

Fourth Quarter (July, August, September)

Page 6 of 6

Conduct a minimum of 1 nighttime Seat Belt Initiative

Participate in GHSP campaigns.

Report monthly enforcement data reports.

Report quarterly reports.

Use the agency social media and local news outlets to promote Click It or Ticket and Booze It and Lose It occupant protection events.

Use the agency social media and local news outlets to educate on the importance of speed compliance.

Host or participate in at least one safe driving educational event at a school, community event, or public venue.

Conduct occupant protection/seat belt education and outreach initiative to run concurrently with all NCGHSP Click It or Ticket

Campaigns.

Host/participate in follow-up community engagement event(s) to communicate results of traffic safety initiatives. Provide

information on how to access/review traffic stop data through the North Carolina State Bureau of Investigation.

Submit Final Accomplishments

AGENCY AUTHORIZING SIGNATURE

I have read and accept terms and conditions of the grant funding and attached the Grant Agreement.

The information

supplied in this application is true to the best of my knowledge

Name: PIN: Date:

Note:

1. Submitting grant application is not a guarantee of grant being approved.

2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

FOR GHSP USE ONLY:

Recommendation:

Date:

Agenda Item #20: SHERIFF'S OFFICE – APPROVAL to ACCEPT the 2023 BYRNE-JAG AWARD FRANT for the DETENTION CENTER:

Captain Robert Creech from the Detention Center requested acceptance of the Byrne-JAG award in the amount of \$28,619.22 and will be utilized to help address public safety and criminal justice issues in the State of North Carolina. No local match is required.

MOTION:

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

25 STATE OF NORTH CAROLINA

**ARTICLE IDEPARTMENT OF PUBLIC SAFETY
GOVERNOR'S CRIME COMMISSION**

1201 Front Street, Suite 200 Raleigh, NC 27609

Telephone:(919) 733-4564 Fax:(919) 733-4625 <http://www.ncdps.gov/gcc/>

ARTICLE II GRANT AWARD

Project Name: Columbus Co Sheriff's OfficeBlock Grants

Grant Period: 10/01/2023 - 09/30/2024

Agreement Number: 2000071223

Subrecipient: COLUMBUS COUNTY

Implementing Agency: Columbus County Sheriff's Office

Authorizing Official:

Edwin H. Madden

Project Director: Robert Creech

Source: 2023 BYRNE-JAG AWARD

Federal Grant Number: 15PBJA-23-GG-03000-JAGX

CFDA #: 16.738

Match Funding Required (%): 0.00%

Match Funding Required (\$): \$0.00

Federal Funding Award (%): 100.00% **Federal**

Funding Award (\$): \$28,619.22

Grant Manager: Matthew Stuart

Total Project Budget (\$): \$28,619.22

On behalf of the Secretary of the Department of Public Safety, the Governor's Crime Commission (GCC) hereby awards this grant funding based upon the final application and in accordance with the laws and regulations of the United States and the State of North Carolina. Your funding initially is from the federal grant source listed herein. As funding levels change, the source of the funds may change. Subrecipients agree that they will abide by, and meet all match requirements, indicated above as Match Funding.

To view additional funding details, including totals by year and by expense type, you may access an Agreement Budget Summary in the [North Carolina Enterprise Business System](#) (EBS).

Award requirements include not only the conditions and limitations set forth in the application and special conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., code of federal regulation). Therefore, all key staff should receive the special conditions, the assurances and certifications provided GCC, and the application as approved by GCC, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award. No alterations of any kind may be made to this grant award.

The Special Conditions for this grant, posted on the GCC website at www.ncdps.gov/gcc/award-special-conditions/ are incorporated into this agreement as if the same were set forth herein.

_____ By initialing here, I certify, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted on our behalf a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

Authorizing Official

Signature of Authorizing Official Date

Edwin H. Madden

Name of Authorizing Official

DocuSigned by: **Project Director**
Robert Creech 4/29/2024 | 15:47:47 EDT

Signature of Project Director Date

Robert Creech

Name of Project Director

DocuSigned by: **Governor's Crime Commission**
Caroline Farmer 4/29/2024 | 12:39:05 PD

Signature of Director Date

Caroline Farmer, Executive Director

Name and Title of Director

DocuSign Envelope ID: 42C3A246-9F8E-4512-87D7-F9D64B7CEC25

Federal Award Identification Worksheet

Federal award identification : 2023 BYRNE-JAG AWARD **Project I** 000071223

Subrecipient : COLUMBUS COUNTY

Federal Award Identification # (FAIN) :

Unique Entity ID (UEI) :

Federal award date :

Sub award period of performance start and end date :

Federal funds obligated in this agreement :

Federal funds obligated to the subrecipient :

Total federal award :

Indirect cost rate for the federal award : Indirect cost rate to be used by the subrecipient :

Identification of whether the award is research and development (R&D) : Pass through entity and awarding official :

Federal awarding agency :

Federal award description : 15PBJA-23-GG-03000-JAGX

ZRBHJT98T1Y7

October 1, 2022 To September 30, 2026

October 1, 2023 To September 30, 2024
\$28,619.22

\$28,619.22

\$6,065,200.00

We do not receive an indirect cost rate 0.00%

We do not fund research and development

NC Governor's Crime Commission

Caroline Farmer, Executive Director Caroline.Farmer@ncdps.gov

Bureau of Justice Assistance

The Bryne JAG award will be utilized to help address public safety and criminal justice issues in the State of North Carolina

Agenda Item #21: DSS – MONTHLY UPDATE:

Social Services Director Dwella Hall presented the monthly Social Services update for April 2024.

Monthly Administrative Update**For April, 2024****May, 20th, 2024 Meeting**

On April, 4th I attended the East Coast Migrant Head Start partnership meeting. Topic of discuss centered on program objectives, goals and successful outcome for the upcoming season.

On Saturday April, 6th I attended the Smart Start Spring Fling. The day was full of fun, story time, dancing, games and resource/informational booths for the public. Overall, this was a great event for the community.

On April, 9th our Medicaid OST was on site to go over policy updates and case reviews.

On April, 10th I participated in my monthly virtual DHHS Committee meeting. Later, that day I attended the Airport Ground Breaking Ceremony.

On April, 11th I held a quarterly agency staff meeting. The staff continues to support changes that we are making to better our agency. We have started recognizing two employees every quarter for their hard work, dedication to the citizens and being an all-around team player. The employee has received a certificate of appreciation, free dress down on our dress down days for the quarter, a gift card, their picture displayed in the agency and in the news reporter. This quarter recipients are Ms. Joyce Burney in Child Support and Ms. Darlene Spaulding in Work First.

Later, that day I participated in my monthly Executive Director's virtual meeting. Topic of discussion centered on Child Welfare and upcoming audits.

On April, 12thour local Business Liaison was on site. She gave assistance and guidance to our Accounting Specialist on our 2024-2025 budget and day sheet coding.

On April, 17th I participated in my monthly Trillium virtual call. We had a presentation by Jennifer Labonte on Autism/IDD; in support and awareness of Autism month. Later, that day I participated in my monthly Smart Start virtual meeting.

April, 18th I had a virtual meeting with Christy Nash-Frink, State Director's Aide. She assist new directors in their new role and gives guidance to help achieve success as a DSS Director. Overall, I enjoyed speaking with her and sharing my ideas and my vision for the agency's future.

On April, 19th I attended the unavailing of the new Julie Strickland Memorial Park sign. This was such an honor and I was proud to witness such an amazing accomplishment.

April, 23rd – 25th I attended the New Director's orientation in Raleigh. The training was extremely helpful as I am transitioning into my new role as Director. We discussed policy, State Statues and shared personal experiences during my 100 days in office.

On April, 26th the department held a small ceremony entitled "Child Abuse Awareness" in memory of the children that lost their lives at the hands of their caregivers. We would like to extend our heartfelt appreciation for everyone that took the time out of his or her busy schedules to attend. We are already working towards next year's event to make it public by bringing awareness to the community. We would also like to include our local county agencies that play a role in safety and prevention of child infant mortality and abuse.

Respectfully Submitted,

Dwella M. Hall

Interim Director

HUMAN SERVICES BOARD REPORT

Dwella M. Hall, Program Manager-Interim Director

Vacancies/Updates/News for April 2024

Intake/Investigation/Assessment: The Intake/Investigation/Assessment Unit continues to be fully staffed; however, one staff member is on light duty due to a recent surgery. The staff member on light duty assists other staff in completing background checks, CPS history check, 911 request and is the designated Intake backup worker.

This unit continues to receive referrals involving substance abuse, domestic violence, and mental health issues, among other things. The After Hours positions continue to be fully staffed, however; one staff member is scheduled for surgery on 5/14 and expected to be on leave for 6 weeks. They are continuing to assist the Foster Care unit with after hours' home visits. The After Hours worker also completes all courtesies from other counties, occasional follow up contacts for the In Home Services unit as well as completing CPS and APS intake referrals and responding accordingly.

Monthly CCPT (Community Child Protection Team) meetings and MDT (Multi-Disciplinary Team) meetings are being held monthly at the local Child Advocacy Center. SW Supervisor attends intervention meetings throughout the county at the area schools to address behavior and truancy concerns.

April was National Child Abuse Prevention month. To commemorate this, DSS hosted a Child Abuse Prevention Ceremony and Candle Vigil. This is the first ceremony prior to Covid. There was a great turn out and the planning for the 2025 event will begin in a few months.

Our Regional Child Welfare Consultant (RCWC) conducted an in person meeting this month to review agency data, policy updates, and casework.

In-Home Services: The In-Home Services Unit continues to be fully staffed. There is still a continued need to assist the Foster Care unit until they are fully staffed. In-Home Services Supervisor participated in five Child and Family Team Meetings this month. Our Regional Child Welfare Consultant (RCWC) conducted an in person meeting this month to review agency data, policy updates, and casework.

Foster Care/Permanency Planning: The Foster Care unit continues to have three vacancies, the last hire resigned before going to pre-service training. Currently, there are 93 foster children in care. The In-home Services unit continues to assist the Foster Care unit with case management duties, until staff can be hired and properly trained. Our Regional Child Welfare Consultant (RCWC) conducted an in person meeting to review agency data, policy updates, and casework.

Transitional Unit: The Transitional unit has one vacancy. 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. This Unit assist 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. Our Regional Child Welfare Consultant (RCWC) conducted an in person meeting to review agency data, policy updates, and casework.

Adult Services: The Adult Services unit continues to have one SW vacancy. We continue to provide the Services in the area of Guardianship, Adult Protective Services, Representative Payee, Special Assistance In-Home Case Management, and the Adult Home Specialist.

Work First Employment: This unit continues to be fully staffed. The 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. 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. Day Care slots within local day cares are limited at this time and many day cares are continuing to have a waiting list. The agency has eliminated their waiting list and is able to continue to serve the public. Supervisor continues to ensure case transfers are received properly and sent in a timely manner. The unit is open for in-person applications and telephone interviews, and staff continue to complete day care applications and recertification's.

Program Integrity:

Program Integrity continues to be fully staffed. Repayments are being collected. Staff continue to work towards cleaning up the backlog, establishing cases and repayment agreements, all while assisting with the Energy Programs.

Energy Assistance:

CIP continues and will assist with electric bills if a client meets eligibility for the program. 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. Designated in-house staff are processing applications as well as the Program Integrity staff.

Economic Services Narrative

Darlene Jenkins-Parks, Income Maintenance Administrator

Vacancies/Updates/News for March 2024

Food & Nutrition Services Intake/Processing:

This unit currently has **(2) vacancies** we had (1) caseworker resign that leaves (6) caseworkers. This unit has a constant turn over and with FNS applications steadily coming in person, electronically or dropped off daily.

Food Nutrition Services Review:

This team continues to **have (2) vacancies**. Interviews were conducted on 3/8/24 and (2) applicants were selected, one has declined offer because of pay and one has accepted and will start on 4/22/24. February timeliness rate is 98.78%, Hats off to FNS review team. Great Job!! 95% timeliness rate and above is the goal each month. This unit completed 574 re-certifications and processed 89 late re-certifications this month.

Family & Children Medicaid Intake/Processing Unit:

This unit currently **has no vacancy**. Their one vacancy was filled effective April 21, 2024.

Family & Children Medicaid Review Unit:

This unit **has (5) vacancies**, as a result of (1) IMC II retiree, (1) IMC II promoted to supervisor and the (3) newly approved MXP positions. This unit is feeling overwhelmed with the vast amount of additional reports required to be worked immediately by the state in addition to the staff shortage & amount of work as a result of the CCU ending and addition of MXP.

Adult Medicaid Intake/Processing Unit:

This unit has **no vacancies**. We continue to train and work very diligently with the veteran caseworks to study policy and to assure that they are meeting the eligibility guidelines in a timely manner.

Adult Medicaid Review Unit:

This unit is **fully staffed**. Our unit's numbers are staying steady as of March. We are working April, May and June Reviews, with January, February, March cases that have closed and are in the 90 days' timeframe of being reopened. We are still working in the CCU guidelines, still going thru training with the new guidelines as well as updating training with policy. We have had new reports that have come about that are having to be worked along with the daily activities of our unit. The phone calls and walk-in clients have increased since the new text message and emails that are being sent to the clients. The last five months have been a struggle with all the changes and keeping our daily work processed. We are working steadily and continue to do our best to get our work out in a timely and correct manner.

Long Term Care, Community Alternative Program & Special Assistance Unit:

No vacancies in this unit.

Non-Emergency Medicaid Transportation (NEMT) Unit:

No vacancies in this unit.

Housekeeping Unit:

This unit is fully staffed. work together to keep the agency clean and sanitized.

Child Support Establishment Unit:

The Establishment unit has (2) agent vacancies. We prepared 41 cases for court action this month. The unit continues to utilize the telephone to interview clients/non-custodial parent as well as scheduling in office appointments, continue to schedule appointments for the clients/non-custodial parents to come to DSS to sign Voluntary Support Agreements/Consents & any other necessary documents. The Interstate section of Child support is currently struggling due to the vacancy, however, an agent is currently being trained for the unit. The Establishment & Enforcement units are limited to the number of cases appearing on the calendar & recently child support court has not only handled child support cases but first appearances, juvenile cases, attorneys being in other courts and 50- B court which delays the number of cases being heard for child support and affects our timeframes set by the Federal Government.

Child Support Enforcement Unit:

The Enforcement unit **has (1) vacancy**. We prepared a total of 247 cases for court action in the month of March. The Enforcement unit continues to see client/non-custodial parents in office for case consultations and to attempt to resolve as many issues outside of court as possible. The Paralegal prepared 309 Orders for both units the month of March.

Program Administrator Comments:

We are happy to announce that effective March 21, 2024, Melissa Hinson began her journey as the new F & C Medicaid Supervisor. Melissa began her career with the agency in October 2013, most of that time has been spent in this unit. Melissa brings a vast amount of F&C Medicaid knowledge, has previous supervisory experience as a bank branch manager. We are anticipating Melissa being a positive influence with this unit.

Agenda Item #22: FINANCE – APPROVAL of the AMENDED PROJECT ORDINANCES:

Finance Director Lacie Jacobs is requesting approval of the following amended project ordinances:

- a. Project ordinance amendment – Kate B. Reynolds (Close Charitable Trust Program Fund)
- b. Capital project ordinance amendment – Historic Courthouse (Insurance)
- c. Capital project ordinance closeout – W&S Dist. I – AMR (Automated Meter Reading)
- d. Capital project ordinance closeout – W&S Dist. II - AMR
- e. Capital project ordinance closeout – W&S Dist. III - AMR
- f. Capital project ordinance closeout – W&S Dist. V - AMR

MOTION:

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

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making appropriations to the
Kate B. Reynolds Charitable Trust Program Fund
for the Fiscal Year beginning July 1, 2023

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 Kate B. Reynolds Charitable Trust Program Fund as of May 20, 2024 pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2023.

Source of Revenue	
97-3571-440074 – Kate B Reynolds Trust Grant	\$285,914

	Current Appropriations	Changes	Proposed Appropriations
97-5701-512105 – Salaries and Benefits	\$28,080	(\$28,080)	\$0
97-5701-519001- Contract Services	\$231,842	\$54,072	\$285,914
97-5701-549900 – Miscellaneous Expense	\$25,992	(\$25,992)	\$0
Total Appropriations			\$285,914

Funds are being reallocated to contract services to close out the grant.

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

Section 3: The Finance Director is hereby directed to maintain within the 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 Project shall become effective on May 20, 2024.

ADOPTED, this 20th day of May, 2024

 Ricky Bullard, Chairman
 Columbus County Board of Commissioners

 Jana Nealey, Clerk to the Board

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making appropriations to the
Historic Courthouse Renovation Capital Project Fund
for the Fiscal Year beginning July 1, 2023

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 Historic Courthouse Renovation Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2023.

Source of Revenue			
	Current Project Revenues	Changes in Revenue	Proposed Project Revenues
49-3419-449100 - Investment Earnings	\$150,000	-	\$150,000
49-3419-431109 – State Budget Appropriations	\$4,000,000	-	\$4,000,000
49-3452-489013 – County Appropriations	\$317,093	-	\$317,093
49-3452-489199 – Transfer from General Fund	\$3,450,101	-	\$3,450,101
Total Revenues:	\$7,917,194	-	\$7,917,194
Project Appropriations			
	Current Project Appropriations	Changes in Appropriations	Proposed Project Appropriations
49-4352-524000 - Construction	\$7,270,669	-	\$7,270,669
49-4352-559100 - Paving/Resurfacing	\$10,750	-	\$10,750
49-4352-544000 - Insurance, Liability, Property & Bonds	\$5,535	+\$15,680	\$21,215
49-4352-519902 - Engineer/Architect Fees	\$400,000	+\$46,000	\$446,000
49-4352-551010 - Furniture, Fixtures, Equipment	\$130,240	-	\$130,240
49-4352-999910 - Contingency	\$100,000	(\$61,680)	\$38,320
Total Appropriations:	\$7,917,194	-	\$7,917,194

Reallocating contingency funds to expense line items.

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

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

ARTICLE III SECTION 4: THE COUNTY DESIRES TO EXPEND ITS OWN FUNDS FOR THE PURPOSE OF PAYING CERTAIN COSTS OF VARIOUS PROJECTS, FOR WHICH EXPENDITURES THE COUNTY REASONABLY EXPECTS TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT TO BE INCURRED BY THE COUNTY.

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

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

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

Section 8: This project ordinance shall be entered in the minutes of the Board of Commissioners of Columbus County. Within five days hereof, copies of this ordinance shall be filed with the finance office in Columbus County, and with the Clerk to the Board of

Commissioners of Columbus County. Copies of the Capital Project Ordinance shall be made available to the Budget Officer, the Project Manager, and the Finance Officer for direction in carrying out this project.

This Capital Project shall become effective on May 20, 2024.

ADOPTED, this 20th day of May, 2024

 Ricky Bullard, Chairman
 Columbus County Board of Commissioners

 Jana Nealey, Clerk to the Board

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making appropriations to the
Automated Meter Reading Contract –
Water District I Capital Project Fund
for the Fiscal Year beginning July 1, 2023

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 Automated Meter Reading Contract – Water District I Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2023.

41-3713-498001 – Transfer From General Fund – Water District I	Current Revenue	Changes	Proposed Revenue
	\$540,300	+ \$2,501	\$542,801
41-7111-519050 – Construction AMR System – Water District I	Current Appropriations	Changes	Proposed Appropriations
	\$540,300	+ \$2,501	\$542,801

Funds are being reallocated to close the grant.

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

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

ARTICLE IV SECTION 4: THE COUNTY DESIRES TO EXPEND ITS OWN FUNDS FOR THE PURPOSE OF PAYING CERTAIN COSTS OF VARIOUS PROJECTS, FOR WHICH EXPENDITURES THE COUNTY REASONABLY EXPECTS TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT TO BE INCURRED BY THE COUNTY.

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

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

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

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

This Capital Project shall become effective on May 20, 2024.

ADOPTED, this 20th day of May, 2024

Ricky Bullard, Chairman
Columbus County Board of Commissioners

Jana Nealey, Clerk to the Board

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making appropriations to the
Automated Meter Reading Contract –
Water District II Capital Project Fund
for the Fiscal Year beginning July 1, 2023

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 Automated Meter Reading Contract – Water District II Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2023.

		Current Revenue	Changes	Proposed Revenue	
41-3713-498001 – Transfer From General Fund – District II		\$801,560	-	\$801,560	
		Current Appropriations	Changes	Proposed Appropriations	
Funds are	41-7111-519050 – Construction AMR System – District II	\$801,560	(\$28,989)	\$772,571	being
	41-7111-598006 - General Fund –	-	+\$28,989	\$28,989	
	Transfer to Water District II				

reallocated to close the grant.

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

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

ARTICLE VSECTION 4: THE COUNTY DESIRES TO EXPEND ITS OWN FUNDS FOR THE PURPOSE OF PAYING CERTAIN COSTS OF VARIOUS PROJECTS, FOR WHICH EXPENDITURES THE COUNTY REASONABLY EXPECTS TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT TO BE INCURRED BY THE COUNTY.

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

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

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

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

This Capital Project shall become effective on May 20, 2024.

ADOPTED, this 20th day of May, 2024

Ricky Bullard, Chairman
Columbus County Board of Commissioners

Jana Nealey, Clerk to the Board

COLUMBUS COUNTY, NORTH CAROLINA
 Ordinance making appropriations to the
 Automated Meter Reading Contract –
 Water District III Capital Project Fund
 for the Fiscal Year beginning July 1, 2023

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 Automated Meter Reading Contract – Water District III Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2023.

Funds are reallocated the grant.

	Current Revenue	Changes	Proposed Revenue	Current Appropriations	Changes	Proposed Appropriations
56-3715-498001 – Transfer From General Fund – Water District III	\$465,126	+\$14,524	\$479,650	\$465,126	+\$14,524	\$479,650
56-7113-519050 – Construction AMR System – Water District III						

being to close

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

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

ARTICLE VISECTION 4: THE COUNTY DESIRES TO EXPEND ITS OWN FUNDS FOR THE PURPOSE OF PAYING CERTAIN COSTS OF VARIOUS PROJECTS, FOR WHICH EXPENDITURES THE COUNTY REASONABLY EXPECTS TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT TO BE INCURRED BY THE COUNTY.

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

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

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

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

This Capital Project shall become effective on May 20, 2024.

ADOPTED, this 20th day of May, 2024

 Ricky Bullard, Chairman
 Columbus County Board of Commissioners

 Jana Nealey, Clerk to the Board

COLUMBUS COUNTY, NORTH CAROLINA
 Ordinance making appropriations to the
 Automated Meter Reading Contract –
 Water District V Capital Project Fund
 for the Fiscal Year beginning July 1, 2023

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 Automated Meter Reading Contract – Water District V Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2023.

Funds are reallocated the grant.	46-3716-498001 – Transfer From General Fund – Water District V	Current Revenue	Changes	Proposed Revenue	being to close
		\$244,150	+\$990	\$245,140	
	46-7115-519050 – Construction AMR System – Water District V	Current Appropriations	Changes	Proposed Appropriations	
		\$244,150	+\$990	\$245,140	

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

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

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

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

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

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

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

This Capital Project shall become effective on May 20, 2024.
ADOPTED, this 20th day of May, 2024

Ricky Bullard, Chairman
Columbus County Board of Commissioners

Jana Nealey, Clerk to the Board

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

MOTION:

At 7:00 P.M. a Motion was made by Commissioner Watts and second by Commissioner Floyd to recess regular session and enter into Columbus County Water and Sewer Districts I, II, III, IV and V.

Agenda Item #23: APPROVAL of WATER and SEWER COMBINATION MINUTES:

- a. April 1, 2024
- b. April 15, 2024
- c. May 6, 2024

MOTION:

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

Agenda Item #24: WATER DISTRICT V – APPROVAL of the CAPITAL PROJECT ORDINANCE for PHASE II of the LEBANON CHURCH RD (DOTHAN) PROJECT:

Public Utilities Director Harold Nobles requested approval of the Capital Project Ordinance for Phase II of the Lebanon Church Rd. (Dothan) project in the amount of \$15,151,400.

MOTION:

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

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making appropriations to the Lebanon Church Road
Capital Project Fund for the Fiscal Year beginning July
1, 2023

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 Lebanon Church Road Capital Project as of May 20, 2024 pursuant to G S 1 59 -1 3 2 for the fiscal year beginning July 1 , 2023.

Source of Revenue	
47-3729-436020 State Budget Appropriations	\$15, 151 ,400
Project Appropriations	
47-7207-524000 Construction	\$12,496,182
47-7207-599100 Contingency	\$624,834
47-7207-519927 Design, Permitting , Bid Services	\$1,033,452
47-7207-519981 Construction Observation	\$393,630
47-7207-519983 Project Administration	\$459,235
47-7207-541900 Land	\$119,067
47-7207-519101 Legal Costs	\$25,000
Total Appropriations	\$1 5, 151 ,400

DEQ State allocation to support growth in Water District V

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

Section 3: The Finance Director is hereby directed to maintain within the 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

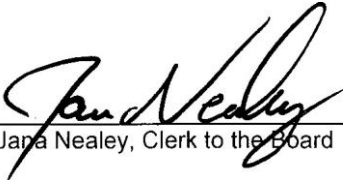
Section 5: All expenditures relating to obtaining any bond referendum and or Installment purchase will be reimbursed from bond proceeds and installment purchase proceeds in accordance with the requirements of the United States Treasury Regulations Section 1 150 .2.

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 Project shall become effective on May 20, 2024. ADOPTED, this 20th day of May 2024


Jana Nealey, Clerk to the Board


Ricky Bullard, Chairman

Columbus County Board of Commissioners

ADJOURN COMBINATION MEETING OF Columbus County Water and Sewer Districts I, II, III, IV AND V BOARD MEETING.

MOTION:

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

Agenda Item #25: COMMENTS:**Agenda Item # 25: COMMENTS:****A. BOARD OF COMMISSIONERS****Commissioner Smith commented:**

- He thanked the Department of Aging Staff for a successful Senior Picnic.

Commissioner Floyd commented:

- He congratulated Serenity Harvey, a junior at Whiteville High School, she is a 3x Gold Medalist at State Competition in 100, 200 & 400-meters in tracks and placed in hiking. He would like to recognize her at the next commissioners meeting.

Commissioner Feathersen commented:

- She stated it seems that every year at this time we have a tragedy with our young people from proms or beach and she wants to encourage our young people to be vigilant about their activities during this holiday and prom.
- She congratulated the Seniors that have graduated and to the ones that will be graduating soon.
- She gave honor to all our First Responder, they do a magnificent job getting to us in a timely manner.
- She stated someone had contacted her about a Youngman that was dropped off at North Whiteville McDonalds with his puppy that is homeless and is originally from California. They wanted to know what we could do for him. She stated as far as she knew, we do not have a homeless shelter in this area. She asked what was the procures of establishing a homeless shelter? Jana Nealey stated that there was a man from Cape Fear that reached out to the County last year with all the resources necessary to establish one here. She told Commissioner Feathersen she would get that to her.
- Serenity Harvey's win was a big plug for Columbus County. We are grateful to have that young lady's three gold medals.

Commissioner Byrd commented:

- The letters that Chemours is sending out about well testing to anyone they can get an address on, Mr. Harold is there some way we could arrange something maybe to get wells tested in the county or the areas that joins the Cape Fear River, rather than them sending out letters to everyone? Most people that are receiving these letter are not paying them any attention. see where other counties are joining in with the lawsuit. Is that something Columbus County might need to do?
 - *County Attorney Amanda Prince stated she is taking care of that. Commissioner Byrd ask if we are planning on joining in with it and I think we should have some kind of working relationship with them that they come into these areas and test these wells where we don't have countywide water themselves. I just feel like we should pursue that a little further than just letting it go with the letter. I don't want to start anything the DA's office is very good to work with, but I received a call about an individual saying that individual is driving an electric vehicle to work and then taking a drop cord out and running it into the office building to charge the vehicle. It's a small thing, but we don't want anyone to trip over a drop cord. That could be a liability for the County.*
 - *Mr. Madden stated he would speak with the DA about it.*
- He stated he received an anonymous letter speaking of other individuals bringing stuff into the jail. I was hoping Mr. Creech would have stayed and I could have spoken to him before he left, but I understand the lady that's arrested is definitely not the only one that's doing that. He could probably get right more information and he is working toward it.

Commissioner Coleman commented:

- He stated that everything pretty much had been covered, but he appreciated all the recognition that was given to people.
- He stated at Senior Day the seniors had a good time.
- He thanked the County Employees for the dedication that they have given to the County and helping us out a lot, if it wasn't for your dedication we would have a larger turnover than what we've got. You need a whole lot more recognition than you get, but I appreciate it! But at the same sense I'd like to also thank the average citizen that's in Columbus County for paying their taxes on time and helping

us continue to do the work we do. We are in the process of growing. We getting growing pains, but I really feel like things going to look up. We just got to be diligent and work toward that.

Commissioner Watts commented:

- He stated that he attended Southeastern Community College's Graduation. It was a very nice graduation. There was a lot of people graduating.
- We got Memorial Day coming up, like Mrs. Featherson says people need to be careful! Enjoy your Memorial Day!
- He stated that back to the fireworks, like Commissioner Byrd said, I think County has sponsored them since they started it, so I encourage people in the County to go enjoy them! They're free to the public. I think it's good that the County and town pays for it.

Commissioner Bullard commented:

- He stated they had stolen all the thunder, so I'm just going to say that good things are happening in Columbus County and I appreciate everybody here tonight!
- The board is working together. It's always a pleasure to work with each one of you.

B. COUNTY MANAGER

County Manager Eddie Madden commented:

I have just a few things for you.

- First a few reminders
 - Monday, May 27th, is **Memorial Day** and our offices will be closed.
 - Saturday, June 15th, is **Juneteenth Celebration** at the fairgrounds. I know Commissioner Featherson and I would encourage all of us to drop by. It's a great event and we're all looking forward to it.
 - Friday, May 24th, is **Veterans Lunch** at the Fairgrounds. You all have been extended an invitation to attend. Please mark your calendar for that if you can attend.
- We have some very good news. I know that Ms. Jacobs made reference to the LGC accepting our audit, this afternoon we received notification of a half million grant that we're receiving towards the Riegelwood Sanitary District. That was a very good announcement.
- Then of course our finance staff, our Bond Council, the Association of County Commissioners, Ms. Melissa Cardinali and others that have been working on this wrap of the 22 audit that you all received that indicated a shortfall in some of the water districts due to the 11.5 million of General obligation and limited obligation bonds that had not properly been recorded in 2015. Through their efforts and working with our Auditor that debt will come off in 2023. So it's been properly recorded in 2022, it will drop off in the 2023 audit. Which will be presented to you all in July and so the fund balances that are now showing in the red will no longer show them being in the red and obviously that's good news for our rate payers will not result in any type of rate increase whatsoever other than the 2.67% that we have in there is required by our ordinance and is in your proposed budget. There will be no consequence financially to the rate customers, because of that audit finding. It's been rectified, it comes off in 2023. Excellent work by everyone, including our finance staff. Commissioner Featherson stated that was very good news! Commissioner Byrd asked Mr. Madden if the money for the Sanitary District is that going to replace the waterlines within the village or what's it? Mr. Madden state \$1.8 million project, Gail Edward then stated it's a \$2.3 million project and to up everything and we have received \$500,000 going towards that. Also, we made application to DEQ for additional grant funds to help make those work. Commissioner Byrd stated it's a work in progress again!

Agenda Item #26: ADJOURNMENT:

MOTION:

At 7:18 P.M., Commissioner Watts made a motion to adjourn; seconded by Commissioner Smith The motion unanimously passed.