

**COLUMBUS COUNTY BOARD OF COMMISSIONERS****Monday, June 17, 2024****5:00 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 5:00 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)(4) ECONOMIC DEVELOPMENT, N.C.G.S. § 143-318.11(A) (5) REAL ESTATE, and N.C.G.S. § 143-318.11(A)(6) PERSONNEL**

**MOTION:**

Commissioner Coleman 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)(4) ECONOMIC DEVELOPMENT, 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 Smith made a motion to recess closed session and enter into regular session, seconded by Commissioner Watts. The motion unanimously passed.

**GENERAL ACCOUNT:**

Attorney Amanda Prince gave the general account as follows:

The board discussed (3) matters of Attorney-Client Privilege and (1) matter of Real Estate Acquisition. No action was taken by the board.

**MOTION:**

Vice Chairman Byrd made a motion to approve the General Account, seconded by Commissioner Featherson. 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 Barbara Featherson. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Vice Chairman Giles E. Byrd.

**Agenda Item# 5: APPROVAL of AGENDA, TAX REFUNDS, and RELEASES:**

a 6/17/2024

**MOTION:**

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

Tax Refunds and Releases

|                |            |                        |  |         |          |
|----------------|------------|------------------------|--|---------|----------|
| <i>Refunds</i> |            |                        |  | Amount: | \$0.00   |
| Orr, Stacey A  |            | <b>PROPERTY:</b> 00000 |  | Total:  | \$200.00 |
| Value: \$0.00  | Year: 2024 | Account: 10-05023      |  | Bill#:  | 99999    |

Refund user fee no trash can on property

| NAME<br>Fee   | Account #<br>Late List     | Date<br>District                         | Amount Released<br>Discount | Property Value<br>TOTAL | Year  | Bill# | Property # | User   |
|---|----------------------------|--|-----------------------------|-------------------------|-------|-------|------------|--------|
| Orr, Stacey A<br>05023<br>\$0.00<br>5720 WalkingTrail Way<br>Hope Mills, NC 28348 | 10-<br>6/17/2024<br>\$0.00 | \$0.00<br>\$200.00                       | \$0.00                      | 2024                    | 99999 | 00000 | \$200.00   | \$0.00 |
|   |                            | Refund user fee no trash can on property |                             |                         |       |       |            |        |

**Agenda Item #6: BOARD MINUTES APPROVAL:**

- a May 20<sup>th</sup>, 2024 Regular Session
- b June 3<sup>rd</sup>, 2024 Regular Session

**MOTION:**

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

**Agenda Item #7: PUBLIC INPUT**

NO PUBLIC INPUT

**Agenda Item #8: ADMINISTRATION – EMPLOYEE SPOTLIGHT:**

County Manager Eddie Madden recognized Jeffery Powell from Solid Waste as the employee spotlight

I am writing this letter to nominate Jeffery Powell for the Employee of the Year award. He is a huge asset to our department, and is deserving of this award and recognition.

Jeffery is the LCID Landfill Operator for the Columbus County Solid Waste Department. He is directly responsible for duties including the daily transportation of solid waste materials from the Columbus County Recycling Centers. He works hard to ensure that the citizens have containers available to use when they visit the recycling centers to dispose of their recyclable materials. Jeff also completes daily repairs to the trash trucks and other equipment so that the County does not have to pay so much money to cover labor costs for the maintenance and repairs to the trucks and equipment. Jeffrey’s willingness to learn and to help his coworkers is outstanding. Jeffrey consistently completes his daily work tasks with accuracy and efficiency. I don't know of anyone else more deserving than Jeffery.

Jeffery's skills in the field are exemplary. He is very thorough with his work, and takes pride in what he does. Jeffery consistently finds ways to help his co-workers and the department as a whole. His willingness to assist others and his commitment to the Columbus County Solid Waste Department is unequal.

It is with great pleasure that I respectfully submit this nomination for Jeffery to be recognized as the Columbus County Employee of the Year.

**Agenda Item #9: COLUMBUS COUNTY SCHOOLS – APPROVAL of the APPLICATION for NORTH CAROLINA EDUCATION LOTTERY FUNDS for WILLIAMS TOWNSHIP SCHOOL GYMNASIUM and CLASSROOM FACILITY:**

Assistant Superintendent for Columbus County Schools Jesse E. Beck requested approval of the North Carolina Education Lottery Funds in the amount of \$2,840,075 for construction of Williams Township School Gymnasium and four elective classrooms

**MOTION:**

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

**APPLICATION** Approved: \_\_\_\_\_  
**PUBLIC SCHOOL BUILDING CAPITAL FUND** Date: \_\_\_\_\_  
**NORTH CAROLINA EDUCATION LOTTERY**

County: Columbus Contact Person: Jesse E. Beck, II  
 LEA: Columbus County Schools Title: Superintendent  
 Address: 2586 James B. Hwy. N Building A Whiteville, NC 28472 Phone: 910-642-5168

Project Title: Williams Township Gym/Classroom Facility  
 Location: Williams Township School 10400 James B. Hwy. Whiteville, NC 28472  
 Type of Facility: Gym/Classroom

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:  
 (3) No county shall have to provide matching funds...  
 (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.  
 (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. *Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.*

Short description of Construction Project: Construction of a gymnasium and four elective classrooms.

Estimated Costs:

|                              |           |                     |
|------------------------------|-----------|---------------------|
| Purchase of Land             | \$        |                     |
| Planning and Design Services |           |                     |
| New Construction             |           | 2,840,075.00        |
| Additions / Renovations      |           |                     |
| Repair                       |           |                     |
| Debt Payment / Bond Payment  |           |                     |
| <b>TOTAL</b>                 | <b>\$</b> | <b>2,840,075.00</b> |

Estimated Project Beginning Date: 6/17/24 Est. Project Completion Date: 1/31/25

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 2,840,075.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
 (Signature — Chair, County Commissioners) (Date)

\_\_\_\_\_  
 (Signature — Chair, Board of Education) (Date)

**PRINT FORM** Form Date: July 01, 2011 **CLEAR FORM**

**Agenda Item #10: ADMINISTRATION – APPROVAL of THE ADAMS COMPANY CONTRACT to ADMINISTER the CDBG NEIGHBORHOOD REVITALIZATION GRANT:**

Assistant County Manager Gail Edwards requested approval of the contract with The Adams Company to administer the CDBG Neighborhood Revitalization Grant.

**MOTION:**

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

Ratings Matrix

Date: Wednesday, June 5, 2024

**OVERALL  
COMBINED SCORES**

| Description  | Max Pts    | Ratings      |              |              |             |             |          |          |          |
|--|------------|--------------|--------------|--------------|-------------|-------------|----------|----------|----------|
|  |            | 1            | 2            | 3            | 4           | 5           | 6        | 7        | 8        |
| General Qualifications, Competence and Reputation of Firm or Individual Consultant       | 20         | 19.33        | 16.00        | 16.67        |             |             |          |          |          |
| Prior CDBG Housing Grant Experience of Firm or Individual Consultant                     | 20         | 19.33        | 16.66        | 16.00        |             |             |          |          |          |
| Qualifications of Actively Involved Staff (assigned staff members of Firm or Consultant) | 25         | 22.67        | 16.00        | 17.33        |             |             |          |          |          |
| Ability to Address Local Needs   | 15         | 14.67        | 12.00        | 11.33        |             |             |          |          |          |
| Availability   | 15         | 14.67        | 12.00        | 11.33        |             |             |          |          |          |
| Cost of Services   | 10         | 8.00         | 6.67         | 8.00         |             |             |          |          |          |
| <b>Subtotal</b>  | <b>105</b> | <b>98.67</b> | <b>79.33</b> | <b>80.66</b> | <b>0.00</b> | <b>0.00</b> | <b>0</b> | <b>0</b> | <b>0</b> |

**ARTICLE I AGREEMENT FOR**

2023 CDBG-NR ADMINISTRATIVE AND HOUSING SERVICES

**ARTICLE II BETWEEN THE COUNTY OF COLUMBUS AND**

THE ADAMS COMPANY, INC.

THIS AGREEMENT, made this day \_\_\_\_\_ of \_\_\_\_\_, 2024 by and between the Board of Commissioners of the County of Columbus for itself and its successors and assigns, hereinafter referred to as the OWNER, and The ADAMS COMPANY, Inc., North Carolina for itself and its successors and assigns, hereinafter referred to as the CONSULTANT:

WHEREAS, the OWNER has been funded under the North Carolina 2023 Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program; and

WHEREAS, the OWNER desires services of the CONSULTANT to provide administrative and technical housing; and

WHEREAS, the OWNER selected and negotiated this contract with The ADAMS COMPANY, Inc. in response to the OWNER'S "Request for Proposals" dated May 9, 2024;

NOW, THEREFORE, the OWNER and the CONSULTANT in consideration of mutual covenants hereinafter set forth, agree as follows:

**ARTICLE III SECTION A - PROGRAM DESCRIPTION**

The proposed activities of the 2023 CDBG-NR Program which are included in this Agreement are as follows:

- a. Rehabilitation/Reconstruction — 5 Units

**ARTICLE IV SECTION B - ADMINISTRATIVE AND TECHNICAL HOUSING SERVICES**

The CONSULTANT agrees to furnish personnel and facilities necessary to accomplish project administrative and technical housing activities for the above named work. Services may include, but are not necessarily limited to the following:

1. Attend conferences and meetings with OWNER, State and/or Federal agency representatives or other interested parties as may be necessary.
2. Prepare plans, specifications, and contract documents for all housing rehabilitation/reconstruction and demolition contracts.
3. Work as the OWNER'S Representative with respect to all housing acquisition, relocation, reconstruction and rehabilitation activities required for the project.
4. Administer all contracts for housing rehabilitation/reconstruction and demolition, review all bids, make recommendations for awards, review and approve pay requests, prepare or review change orders and close-out contracts.
5. Provide general housing inspection of the contractor's work as construction progresses to determine general conformance with the contract documents and applicable Local, State and Federal regulations. The CONSULTANT shall not be held responsible for the Contractor's conformance with Local, State and Federal regulations.
6. Assist with other administrative matters such as public hearings, meetings, budgets, conferences, funding analyses, drawdowns, etc.
7. Review necessary change orders as the OWNER'S Representative and, after approval by the OWNER'S Authorized Representative, forward to necessary agencies for approval.
8. Prepare and submit quarterly reports to the OWNER on program status and to the Department of Commerce (DOC) as necessary.
9. Maintain project records in an orderly manner.
10. Serve as the OWNER'S Representative in coordinating communications between the OWNER and DOC.
11. Assist the OWNER in closing out the program and performing other administrative services so deemed for the effective completion of the project.



12. Prepare and submit program amendments with budget changes only. Preparation and submission of a program amendment approving additional and/or different activities or any other amendment shall be an additional service. Additional compensation for each program amendment will be \$5,000 and may be authorized under this agreement by the County Manager. This fee does not include technical housing services or other technical fees.
13. The CONSULTANT shall have no responsibility to oversee or administer program engineering, inspection and surveying services, if needed. Administration services associated with these activities shall be provided by the OWNER.
14. Additional services shall be negotiated prior to providing the requested service and may be authorized by the County Manager. Additional services may include, but shall not be limited to the following:
  - a) Redesigns requested by the OWNER after final write-ups have been accepted by the OWNER, except redesigns to reduce the project cost to within the funds available.
  - b) Preparation for or appearances before courts or boards on matters of litigation or hearings related to the project.
  - c) Any special investigations, testing and reporting which are of an unusual circumstance and beyond the general accepted scope of services for general administrative services.
  - d) Special permits to include but not limited to:
    - 1) CAMA 2) Wet Lands
    - 3) Corps of Engineers

## ARTICLE V 4) NPDES

15. This contract may be amended at any time to include any additional consulting

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services requested under this CDBG program.

### SECTION C - OWNER'S RESPONSIBILITIES

1. The OWNER shall furnish the CONSULTANT in a timely manner with copies of pertinent correspondence relating to the project.
2. The OWNER shall provide full information as to requirements for work performed by the CONSULTANT.
3. The OWNER shall give prompt consideration to recommendations and work submitted by the CONSULTANT.
4. The OWNER shall be responsible for all legal fees, real estate appraisal fees, newspaper advertisement fees, audit fees, permit fees, encroachment fees, register of deed fees, and other similar fees not directly associated with performance of the CONSULTANT responsibilities defined by this Agreement.
5. The OWNER will bear all costs incident to compliance with the requirements of this section.
6. The OWNER will give prompt notice to the CONSULTANT whenever OWNER observes or otherwise becomes aware of any defect in the project or changed circumstances.
7. The OWNER will guarantee access to and make provisions for the CONSULTANT to enter upon private property as required for the CONSULTANT to perform his services.

### SECTION D - COMPENSATION FOR SERVICES

1. The OWNER shall compensate the CONSULTANT for basic administrative services the lump sum of Ninety-Three Thousand and no/ 1 00 dollars (\$93,000.00). Payments will be requested on a monthly basis for the work effort extended. Compensation will be determined per the Schedule of Values attached and marked Attachment A.
2. The OWNER shall compensate the CONSULTANT for technical housing services the lump sum of Fifty Thousand and no/ 1 00 dollars (\$50,000.00). A sum equal to 50% of the compensation for each unit shall be paid upon award of each unit. The remaining 50% shall be paid upon completion of each unit. Amounts shall be invoiced monthly.
3. All payments due the CONSULTANT shall be paid in full on or before the tenth day of the month following the date of the bill.
4. The CONSULTANT shall complete the proposed activities within 30 months provided sufficient rehabilitation contractors are available.
5. [n the event that additional construction beyond the scope of the proposed work is necessary or possible, an addendum to be agreed upon by the OWNER and CONSULTANT shall be executed establishing the amount of additional compensation.
6. Payment for any additional engineering, inspection, survey or other technical

services shall be based on the existing corporate fee schedule at the time of service.

## SECTION E - GENERAL CONDITIONS

### 1. Conflict of Interest - Interest of Members, Officers, or, Employees of the Recipient, Members of Local Governing Body, or Other Public Officials.

No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

### Section 5.1                    2. Termination Provision - Legal Remedies Provision

The CONSULTANT and OWNER mutually agree as follows:

a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination. b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided, that such termination is for good cause (such as for legal or financial reasons, major changes in the work of program requirements, initiation of a new Step) and that the CONSULTANT is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONSULTANT default. If termination for default is effected by the CONSULTANT or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONSULTANT for services rendered and expense incurred, prior to the termination, in addition to termination settlement cost reasonably incurred

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by the CONSULTANT, relating to commitments which had become firm prior to the termination.

d) Upon receipt of a termination action pursuant to Paragraphs (a) or (b) above, the CONSULTANT shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

### 3. Nondiscrimination Clause - Section 109, Housing & Community Development of 1974.

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

### Section 5.2                    4. Nondiscrimination Clause - Civil Rights Act of 1964, Title VI

No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity which receives federal funds.

### 5. Age Discrimination Act of 1975, As Amended Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

### 6. Nondiscrimination on the Basis of Handicap - Section 504 of the Rehabilitation Act of 1973 as Amended

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

### Section 5.3                    7. "Section 3" Compliance in the Provision of Training, Employment, and Business

## (a) Opportunities

CONSULTANT agrees as follows:

- a) The work to be performed under the contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.G. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The

parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c) The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its engineers and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to sanctions as are specified by CFR Part 135.

8. Lobbying, As Required by Section 1352, U. S. Code

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned

Shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9. Access to Records & Record Retainage

The North Carolina Department of Commerce, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions for a period of five years following project close out in compliance with 15 NCAC 13L Rule .091 1, Recordkeeping.

10. Executive Order 1 1246 - Equal Employment Opportunity. The CONSULTANT shall comply with all applicable provisions of Executive Order 1 1246, entitled "Equal Employment Opportunity" as amended by Executive Order 1 1375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). During the performance of this contract, the CONSULTANT agrees as follows:
- a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the

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CONSULTANT commitments under Section 202 of Executive Order No. 1 1246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. d) The CONSULTANT will comply with all provisions of Executive Order No. 1 1246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e) The CONSULTANT will furnish all information and reports required by Executive Order No. 1 1246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the CONSULTANT noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 1 1246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 1 1246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The CONSULTANT will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 1 1246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

11. Key Personnel: The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator and the grantor agency, the North Carolina Department of Commerce. Individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.

12. Subcontracting: Work proposed to be performed under this contract by the Contractor of its employees shall not be subcontracted without prior written approval by the Agency's Contract Administrator and the grantor agency, the North Carolina Department of Commerce. Acceptance of an offeror's proposal shall

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include any subcontractor(s) specified therein.

13. The OWNER and the CONSULTANT each binds themselves, their successors, legal representatives and assigns to the other party to the Agreement and to the successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the OWNER nor the CONSULTANT shall assign or transfer his interest in this Agreement without written consent of the other.

THE OWNER AND THE CONSULTANT hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement on the date and year first above written.

**COLUMBUS COUNTY**

ATTEST:

OWNER:

By \_\_\_\_\_

By \_\_\_\_\_

Typed Name Jana Nealey \_\_\_\_\_

Typed Name Ricky Bullard \_\_\_\_\_

Title \_\_\_\_\_ Chairman

Title Clerk to \_\_\_\_\_ the Board \_\_\_\_\_  
(SEAL)

**THE ADAMS COMPANY INC.**

ATTEST:

CONSULTANT:

By \_\_\_\_\_

By \_\_\_\_\_

Typed Name Tammy H. Daniels

Typed Name Joshua E. Outlaw \_\_\_\_\_

Title Notary \_\_\_\_\_

Title President \_\_\_\_\_

**SCHEDULE OF VALUES**

Section 5.1 2023 COLUMBUS COUNTY CDBG-NR PROJECT

(a) Grant Administration

Administrative activities will be billed in accordance with this schedule and the percentage of work accomplished for each activity.

|  |            |  |                  |
|--|------------|--|------------------|
| Program Start-up/Preparation of Compliance Documents ..... | \$6,000.00 | Environmental Information/Release of Funds Documents. .... | \$15,000.00      |
| General oversight of project activities .....              |            |  | .\$67,000.00     |
| Project close out.....                                     |            |  | .....\$5 000.00  |
| Administration .....                                       |            |  | .....\$93,000.00 |
|  |            |  | Subtotal         |

Technical Housing Services

Service Delivery.....\$50,000.00

Total Value of this contract is.....\$143,000,000

**Agenda Item #11: SHERIFF’S OFFICE – APPROVAL of the QUOTE to PURCHASE TWO VEHICLES for TRANSPORT:**

Sheriff William Rogers requested approval to purchase two vehicles in the amount of \$78,094. The budget amendment associated with this purchase was previously approved and will come out of the Sheriff’s Office Budget.

**MOTION:**

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



20320 Chartown Dr  
Cornellus, NC 28031  
704-657-3534

Quote

|           |           |
|-----------|-----------|
| DATE:     | 5/21/2024 |
| INVOICE # | 10569     |
| FOR:      |           |

|          |                          |
|----------|--------------------------|
| Bill To: | columbus sheriffs office |
| RC198131 |                          |
|          |                          |

| DESCRIPTION                | AMOUNT       |
|----------------------------|--------------|
| Durango 5.7L V8 AWD        | \$48,685.00  |
| discount                   | (\$7,181.00) |
| adjusted price             | \$41,504.00  |
|                            |              |
|                            |              |
| Title, Admin Fees, and Tag | \$350.00     |
|                            |              |
|                            |              |
| TOTAL                      | \$ 41,854.00 |

**Agenda Item #12: SHERIFF'S OFFICE – APPROVAL of the REDUCTION of the ACCRUED TIME:**

Sheriff William Rogers requested approval to reduce accrued time.

**MOTION:**

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

**Agenda Item #13: OPIOID SETTLEMENT – APPROVAL of the 2024-2025 OPIOID FUND RESOLUTION and BUDGET ORDINANCE:**

Grants Administrator Tess Norris requested approval of the 2024-2025 Opioid Settlement Fund resolution and budget ordinance.

**MOTION:**

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

**A RESOLUTION BY THE COUNTY OF Columbus  
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

**WHEREAS** Columbus County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

**WHEREAS** the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”);

**WHEREAS** Columbus County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

**WHEREAS** section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

**NOW, THEREFORE BE IT RESOLVED**, in alignment with the NC MOA and SAAF, Columbus County authorizes the expenditure of Opioid Settlement Funds as follows:

**1. First strategy authorized**

- a. LEADERSHIP, PLANNING AND COORDINATION
- b. Exhibit B: J-4
- c. \$60,000
- d. July 1, 2024 through June 30, 2025
- e. One full time employee to provide oversight, tracking, and reporting of Opioid Settlement Funds. Professional development costs are included.
- f. Provider: Columbus County

**2. Second strategy authorized**

- a. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)
- b. Exhibit B: H-5
- c. \$13,000
- d. July 1, 2024 through June 30, 2025
- e. FirstWatch yearly fee.
- f. Provider: FirstWatch

**3. Third strategy authorized**

- a. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)
- b. Exhibit B: H-3
- c. \$3,000
- d. July 1, 2024 through June 30, 2025
- e. Naloxone training for first responders.
- f. Provider: Overdose Lifeline

**4. Fourth strategy authorized**

- a. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)
- b. Exhibit B: H-1
- c. \$18,000
- d. July 1, 2024 through June 30, 2025

- e. Provide Naloxone to first responders.
- f. Provider: To be determined

**5. Fifth strategy authorized**

- a. TREAT OPIOID USE DISORDER
- b. Exhibit B: A-2
- c. \$289,080
- d. July 1, 2024 through June 30, 2025
- e. Contract between The Healing Place of New Hanover County and Columbus County to provide 10-12 beds daily/annually for Columbus County adults with Opioid Use Disorder. The contract includes access to Vivitrol injections for individuals to manage cravings.
- f. Provider: The Healing Place of New Hanover County

**6. Sixth strategy authorized**

- a. CONNECT PEOPLE WHO NEED HELP TO THE HELY THEY NEED
- b. Exhibit B: C-16
- c. \$90,000
- d. July 1, 2024 through June 30, 2025
- e. Licensed mental health provider to provide 24/7 crisis/resource/referral line access to individuals from Columbus County that suffer with Opioid/Substance Use Disorder. The contractor will serve as the County Liaison for Columbus County referrals to The Healing Place of New Hanover County and other substance use services. The contractor will organize and update as needed, a County resource guide that contains information regarding available services for Opioid Use Disorder, Substance Use Disorder, and Mental Health conditions. The resource will also list other supports that can be utilized by County residents needed to support and gain recovery. The contractor will provide in-service training to community groups on topics of stigma, Naltrexone (Narcan), SBIRT (Screening, Brief Intervention and Referral to Treatment) and other topics as assigned and needed in the community to intervene with the County's individuals and families affected by Opioid use. Funds allocated include cost of independent contractor, materials needed to provide public education on relevant subjects, and travel expenses.
- f. Provider: Nicole Hopkins, MA, LCMHC

**7. Seventh strategy authorized**

- a. PREVENT MISUSE OF OPIOIDS
- b. Exhibit B: G-9
- c. \$20,000
- d. July 1, 2024 through June 30, 2025
- e. 6-10<sup>th</sup> grade Evidence Based Practice Prevention program in the Whiteville and Columbus County School Systems. The curriculum includes addressing making choices about alcohol/drug/opioid/tobacco use as well as mental health issues and bullying. Cost includes purchasing workbook materials and training for teachers.
- f. Provider: Botvin LifeSkills Training

**8. Eighth strategy authorized**

- a. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS
- b. B: D-7
- c. \$10,000
- d. July 1, 2024 through June 30, 2025
- e. Provide funding for up to 3 court personnel to attend Drug Court training which will initiate the planning for a Columbus County Drug Court Program. Allocated funds will support registration, travel, lodging, and per diem expenses.
- f. Provider: National Association of Drug Court Personnel

**9. Ninth strategy authorized**

- a. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME
- b. Exhibit B: E-5
- c. \$85,000
- d. July 1, 2024 through June 30, 2025
- e. Dr. Chasnoff will lead a two-day training for Columbus County OB/GYN, Pediatric, Health Department, and DSS/CPS professionals. The training will focus on evidence based practices for treating pregnant or parenting women with children diagnosed with Neonatal Abstinence Syndrome. Dr. Chasnoff will also be available to the medical providers for consultation regarding specific cases of Neonatal Abstinence Syndrome.
- f. Provider: NTI Upstream - Dr. Ira Chasnoff and NTI Upstream staff

**10. Tenth strategy authorized**

- a. PREVENT MISUSE OF OPIOIDS
- b. Exhibit B: G-2
- c. \$20,000
- d. July 1, 2024 through June 30, 2025
- e. Development of a webpage for Columbus County to educate the public and County citizens about the abuse of Opioids and other drugs. The online resource will provide information to Columbus County residents regarding the County's programs related to Substance Use Disorder and outcome data.

- f. Provider: To be determined

**11. Eleventh strategy authorized**

- a. COLLABORATIVE STRATEGIC PLANNING
- b. Exhibit A:1
- c. \$100,000
- d. July 1, 2024 through June 30, 2025
- e. Contract to be negotiated to provide technical support and grant writing to leverage the Opioid Settlement Funds. Opioid Settlement Funds will be used to apply for federal and state funds to expand services for individuals with Opioid Use Disorders, Substance Use Disorders, and Mental Health Disorders in Columbus County.
- f. Provider: To be determined

**12. Twelfth strategy authorized**

- a. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS
- b. Exhibit B: F-4
- c. \$15,000
- d. July 1, 2024 through June 30, 2025
- e. Four training sessions to be provided on overprescribing of Opioids and alternatives to using pain medications to Columbus Regional Healthcare System physicians.
- f. Provider: Dr. Paul Buongiorno

**13. Thirteenth strategy authorized**

- a. SUPPORT PEOPLE IN TREATMENT AND RECOVERY
- b. Exhibit B: B-7
- c. \$5,000
- d. July 1, 2024 through June 30, 2025
- e. Contract with a transportation service provider to transport Columbus County individuals meeting criteria to Dix Facility Based Crisis Center in Jacksonville, North Carolina, Walter B. Jones Hospital in Greenville, North Carolina, or other Substance Use Disorder support services if The Healing Place of New Hanover County is not available or an appropriate placement.
- f. Provider: Healing Heart

**14. Fourteenth strategy authorized**

- a. SUPPORT PEOPLE IN TREATMENT AND RECOVERY
- b. Exhibit B: B-7
- c. \$5,000
- d. July 1, 2024 through June 30, 2025
- e. Contract with a Transportation service provider to transport Columbus County individuals meeting criteria to and from Opioid/Substance Use Disorder outpatient services such as Intensive Outpatient programs, recovery meetings, TASC, and other relevant and approved services.
- f. Provider: Healing Heart

**15. Fifteenth strategy authorized**

- a. SUPPORT PEOPLE IN TREATMENT AND RECOVERY
- b. Exhibit B: B-4
- c. \$2,500
- d. July 1, 2024 through June 30, 2025
- e. Support for those in recovery housing that may need assistance with move-in deposits, utilities, and/or furniture.
- f. Provider: Columbus County

**16. Sixteenth strategy authorized**

- a. SUPPORT PEOPLE IN TREATMENT AND RECOVERY
- b. Exhibit B: B-15
- c. \$1,500
- d. July 1, 2024 through June 30, 2025
- e. Provide training opportunities for Independent Contractor -- County Liaison (see strategy six) to gain necessary skills and increase knowledge of Opioid Use Disorder, Substance Use Disorder, and/or Mental Health conditions and clinical care processes.
- f. Provider: To be determined

**17. Seventeenth strategy authorized**

- a. PREVENT MISUSE OF OPIOIDS
- b. Exhibit B: G-1
- c. \$35,000
- d. July 1, 2024 through June 30, 2025
- e. Contract with marketing/media professionals to develop an organized media campaign about Opioid misuse. Funds allocated will purchase billboards, yard signs, and public service announcements to educate the public about Opioid misuse and community services available.
- f. Provider: Pen and Palette

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$772,080.



Adopted this the 17<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
 Ricky Bullard, Chairman  
 Columbus County Board of Commissioners

ATTEST:

\_\_\_\_\_  
 Jana Nealey, Clerk to the Board

**COUNTY SEAL**

**COLUMBUS COUNTY, NORTH CAROLINA**  
**Ordinance making appropriations to the County of Columbus Opioid**  
**Settlement Project Fund (Fund 40)**  
**for the Fiscal Year beginning July 1, 2024**

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 Opioid Settlement Project Fund as of July 1, 2024, pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2024.

| Source of Revenue                        |                    |                     |                            |
|--|--------------------|---------------------|----------------------------|
|  | 2023-2024 Revenues | Revenue Adjustments | 2024-2025 Updated Revenues |
| 40-3572-333100 - Opioid Settlement Funds | \$863,518          | (\$91,438)          | \$772,080                  |

| Project Appropriations                    |                          |                           |                                  |
|---|--------------------------|---------------------------|----------------------------------|
|   | 2023-2024 Appropriations | Appropriation Adjustments | 2024-2025 Updated Appropriations |
| 40-5703-519001 - Contracted Services      | \$695,473                | (\$138,393)               | \$557,080                        |
| 40-5703-526003 - Other Supplies           | \$92,145                 | (\$51,645)                | \$40,500                         |
| 40-5703-539515 - Professional Development | \$40,990                 | +\$93,857                 | \$134,847                        |
| 40-5703-512100 - Salaries and Wages       | \$22,000                 | +\$6,166                  | \$28,166                         |
| 40-5703-518100 - FICA                     | \$5,000                  | (\$2,842)                 | \$2,158                          |
| 40-5703-518200 - Retirement               | \$3,400                  | +\$453                    | \$3,853                          |
| 40-5703-518300 - Insurance                | \$4,510                  | +\$966                    | \$5,476                          |
| <b>Total Appropriations</b>               | <b>\$863,518</b>         | <b>(\$91,438)</b>         | <b>\$772,080</b>                 |

Description: Columbus County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the funds in a separate special revenue fund. Columbus County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals. This project ordinance is based on the strategies approved in the Resolution adopted on June 17, 2024 by the Columbus County Board of Commissioners.

**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 July 1, 2024.  
ADOPTED, this 17<sup>th</sup> day of June, 2024.

**Agenda Item #14: HEALTH SERVICES – APPROVAL of NICHOLE HOPKINS CONTRACT:**

Grants Administrator Tess Norris requested approval of Nicole Hopkins' contract for opioid settlement services at the Health Department.

**MOTION:**

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

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

CONTRACT FOR SERVICES

1. **Purpose of Employment**

The County of Columbus (hereafter COUNTY), retains and employs NICOLE HOPKINS (hereinafter referred to as Contractor) to provide services to Columbus County Health Department pursuant to the Scope of Services paragraph below.

2. **Fee**

Rate of pay will be \$75,000 annually or \$6,250/month. Contractor will submit a monthly invoice and receipt for mileage at the IRS reimbursable rate. Contractor will be expected to submit completed monthly reports regarding activities and referrals conducted during the month by the 3rd working day of the month. Since this is a contract position, the County is not liable for any benefits, workmen's compensation or taxes withheld. These are the responsibility of the Contract position.

It is understood and agreed, by and between Contractor and COUNTY, that the maximum amount paid to Contractor under this Contract will be EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000).

COUNTY understands that all bills are due when received. COUNTY agrees to pay any outstanding balance within THIRTY (30) days of receiving the bill.

3. **Terms and Conditions**

The term of this Contract shall be from July 1, 2024 through June 30, 2025.

4. **Scope of Services:**

**Scope of Work Summary of Tasks**

To function as the community hub for accessing information regarding prevention, treatment, and referral opportunities. Utilizing a public health educator and case manager model, this individual will work with all agencies to provide community education about substance use issues and community resources and to connect individuals to treatment and resources necessary for recovery including peer support, transportation, education, employment opportunities, medical care and other social determinants of health.

### **Distinguishing Features of the Contract Position**

This is a contract position which professional services for the citizens of Columbus County and will report to the Columbus County Health Department Director and work closely with the Columbus County Opioid Steering Committee members. Work is performed under general supervision and is evaluated on the basis of knowledge and demonstrated proficiencies, compliance with legal requirements and standards, and other performance criteria. The Columbus County Opioid Settlement Funds will provide all necessary software needed to perform the duties including cell phone and service, software and County email address for the position. The Contractor will, at a minimum, attend monthly meetings with the Health Department Director to review all scheduled activities for the position, identify groups to provide outreach and community education to and any other activities related to the SUD issues occurring within the County.

### **Illustrative Examples of Work**

- The Resource Coordinator will be the hub for enabling easy access to Substance Use Disorder and Opioid Use Disorder (SUD/OD) information and resources.
- Position is required to be on-call and carry a County cell phone for the purposes of providing immediate response to county residents who request substance use treatment services.
- Position will be expected to attend County Opioid Settlement Steering Committee meetings, prepare activity reports and routinely give updates on related job activities to meet the County's Opioid and other Substance Use Strategic Plan.
- Clearly communicate about this program throughout the County, via meetings, churches, schools, businesses, etc.
- Respond to questions and inquiries about SUD/OD services and resources.
- Develop and maintain up-to-date information for the County's resource guide including access and contact information for SUD/OD treatment, home and community-based services and social supports.
- Utilizing a public health/case manager model, the Resource Coordinator will work with all agencies, in addition to the public, to connect individuals to treatment and resources necessary for recovery including resources generally thought to be outside the realm of substance abuse treatment such as housing, employment, food, and transportation assistance in addition to providing connects to medical care, education and other social and spiritual resources.
- Provide information for and prepare various activity reports as required by the Opioid Settlement and any related grant that may be obtained to further the substance use treatment services operating within the County.
- Operate a variety of office equipment, including a computer, printer, copier, telephone, etc.; uses clerical and computer supplies.
- Interact and communicate with immediate supervisor, grants administrator, County department managers and employees, clients and family members, social service and health professionals, various outside social service/ health agencies, attorneys, court personnel, child care providers, school personnel, consultants and the general public.
- Attends meetings, training, workshops, conferences, etc., as required to enhance job knowledge and skills.
- Maintain professional licensure, ensuring educational and experience requirements are met.
- Complete required activity/function reports as required to comply with North Carolina's Opioid Settlement regulations.
- Performs related duties as required.

### **Knowledge, Skills, and Abilities**

- Thorough knowledge and understanding of SUD/ODU resources and the guiding principles of addiction recovery.
- Thorough knowledge of the methods, procedures and policies of the Columbus County Health Department.
- Thorough knowledge of the principles and practices of social work, especially in the areas of substance abuse treatment and services; is able to identify an individual's needs and to develop and implement effective plans to help meet those needs.
- Understanding of the federal confidentiality rules regarding substance abuse communications and records (HIPAA 42 CFR) in addition to HIPPA rules and regulations.
- Thorough knowledge of proper English usage, vocabulary, spelling and basic mathematics.
- Thorough knowledge of modern office practices and technology.
- Basic knowledge of online skills and abilities and willingness to learn new online skills.
- Thorough knowledge of terminology used in the profession; has considerable knowledge of occupational hazards and safety precautions; has considerable knowledge of the methods of case recording and report preparation.
- Knowledge of recent developments, current literature and sources of information regarding social services.
- Knowledge of the laws, ordinances, standards and regulations pertaining to the specific duties and responsibilities of the position i.e. NC Opioid Settlement MOU and requirements.
- Knowledge of and skill in the use of computers for word and data processing and records management.
- Knowledge of caseload management methods.
- Ability to prepare training materials for community groups and deliver effective training to diverse groups within the County on a variety of SUD related topics.
- Ability to work with colleagues to identify the needs of citizens requesting help and to determine appropriate services; is able to monitor cases and the welfare of individuals and to take action as needed to protect adults'/ children's rights and well-being.
- Ability to react calmly and quickly in emergency situations.
- Ability to react professionally and decisively in confrontational situations; is able to deal safely and appropriately with persons exhibiting anger and/or threatening behavior.
- Ability to advocate and promote practices of cultural sensitivity and responsiveness in all daily interactions.
- Ability to develop, promote and practice teamwork in all activities.
- Ability to develop and maintain positive, trusting, age-appropriate relationships with clients and others involved in the care of clients.
- Ability to plan and present informative educational presentations to clients and other individuals and organizations.
- Ability to assist in coordinating activities with other County departments, health/ social service agencies, medical personnel, school personnel, etc., in order to accomplish goals.
- Ability to maintain effective relationships with clients, personnel of other departments, professionals and members of the public through contact and cooperation.
- Ability to take the initiative to complete the duties of the position without the need of direct supervision.
- Ability to learn and utilize new skills and information to improve job performance and efficiency.
- Ability to read and interpret complex materials pertaining to the responsibilities of the job.
- Ability to assemble and analyze information and make written reports and records in a concise, clear and effective manner.

Contractor must have visual acuity to be able to prepare and analyze data and figures for accounting, perform extensive reading, operate a computer and other office equipment, determine accuracy and thoroughness of work, observe general surroundings and activities. Vocal communication is required for expressing or exchanging ideas by means of the spoken word. Hearing is required to perceive information at normal spoken word levels.

### **Working Conditions**

Individual is an independent contractor and work will be performed in a location identified by the Contractor and schedule is also set by the Contractor. Position will be required to carry a cell phone to answer referral calls about availability of services and assist County residents to obtaining the correct service to meet their substance use needs.

### **Minimum Education and Experience**

(a) an individual who holds a license in a human services field and is to practice in the State of North Carolina. Preference will be given to a LCAS/CCS. Other licenses are acceptable if individual has demonstrated four years of full-time accumulated experience with substance use disorders. Provisional license, certificate, registration or permit issued with demonstrated experience as identified above;

or

(b) a graduate of a college or university with a Master's degree in a human service field and has one year of full-time, post-graduate degree accumulated MH/DD/SAS experience with the population served, or a substance abuse professional who has one year of full-time, post-graduate degree accumulated supervised experience in alcoholism and drug abuse counseling;

or

(c) a graduate of a college or university with a bachelor's degree in a human service field and has two years of full-time, post-bachelor's degree accumulated MH/DD/SAS experience with the population served, or a substance abuse professional who has two years of full-time, post-bachelor's degree accumulated supervised experience in alcoholism and drug abuse counseling;

or

(d) a graduate of a college or university with a bachelor's degree in a field other than human services and has four years of full-time, post-bachelor's degree accumulated MH/DD/SAS experience with the population served, or a substance abuse professional who has four years of full-time, post-bachelor's degree accumulated supervised experience in alcoholism and drug abuse counseling.

### **Special Requirements**

Because a significant portion of this position is working with citizens of Columbus County who need to access substance abuse and/or mental health treatment services, the individual must exercise impeccable ethical standards and avoid, at all costs using the referral service to refer individuals to their own or an affiliate of their own private practice. If any referral to their own practice occurs, this will be grounds for immediate termination of the Contract. This does not restrict the Contractor from referring private practice clientele to any service offered or paid for by the County. Individual must show proof of liability insurance and list Columbus County and present the County with a current Certificate of Insurance upon execution of the contract.

### **5. Independent Contractor**

Contractor acknowledges that, in entering into this contract and providing services, Contractor is acting as an independent contractor; Contractor shall not be deemed or construed to be employed of the Board of Columbus County Commissioners or COUNTY at any time during the duration of this Contract.

Contractor shall be solely responsible for payment of all required State and Federal taxes PROVIDED HOWEVER, that Contractor shall provide such documentation as COUNTY deems necessary to meet any and all federal and state tax guidelines regarding employment contract employees.

As such, Contractor is not entitled to, nor shall be eligible for, any benefits provided by the COUNTY to any of its permanent or temporary employees, including, but not limited to, vacation leave, sick leave, retirement, longevity and group insurance.

### **6. Indemnity**

Contractor shall maintain professional liability insurance and indemnify and hold the Board of Columbus County Commissioners and COUNTY, its agents, assigns and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorneys' fees, on account of contract or personal injuries or death or on account of property damages arising

out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor.

I have read and fully understand this Contract and I acknowledge receipt of a conformed copy of this Contract and I hereby state that I have the authority to enter into said Contract.

This Contract supersedes any prior contracts. Any prior contracts are null and void.

This the 17<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Nicole Hopkins, MA, LCMHC

\_\_\_\_\_  
Ricky Bullard, Chairman  
Columbus County Board of Commissioners

Approved as to form:

\_\_\_\_\_  
Columbus County Staff Attorney

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

\_\_\_\_\_  
Columbus County Finance Officer

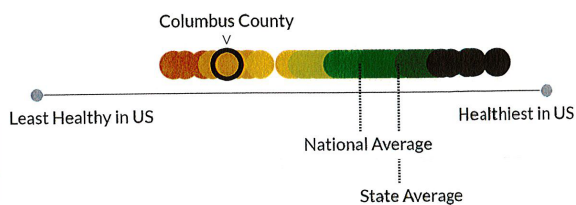
**Agenda Item #15: HEALTH SERVICES – ANNUAL REVIEW of COLUMBUS COUNTY HEALTH RANKINGS:**

Health Services Director Kim Smith gave the annual review of the Columbus County Health Rankings.

**Columbus County Health Outcomes**

Health Outcomes tell us how long people live on average within a community, and how much physical and mental health people experience in a community while they are alive.

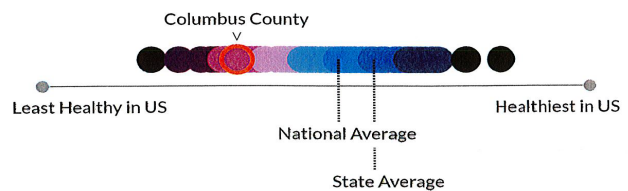
Columbus County is faring worse than the average county in North Carolina for Health Outcomes, and worse than the average county in the nation.



**Columbus County Health Factors**

Many things influence how well and how long we live. Health Factors represent those things we can improve to live longer and healthier lives. They are indicators of the future health of our communities.

Columbus County is faring worse than the average county in North Carolina for Health Factors, and worse than the average county in the nation.



Trends Available

| Health Outcomes                                      |                 |                |               |
|--|-----------------|----------------|---------------|
|  | Columbus County | North Carolina | United States |
| <b>Length of Life</b>                                |                 |                |               |
| Premature Death                                      | 15,400          | 8,900          | 8,000         |
| <b>Quality of Life</b>                               |                 |                |               |
| Poor or Fair Health                                  | 21%             | 14%            | 14%           |
| Poor Physical Health Days                            | 4.1             | 3.3            | 3.3           |
| Poor Mental Health Days                              | 5.3             | 4.5            | 4.8           |
| Low Birthweight                                      | 12%             | 9%             | 8%            |
| Additional Health Outcomes (not included in summary) |                 |                |               |

Show areas to explore  Show areas of strength  Trends Available

| Health Factors                   |                 |                |               |
|----------------------------------|-----------------|----------------|---------------|
|                                  | Columbus County | North Carolina | United States |
| <b>Health Behaviors</b>          |                 |                |               |
| Adult Smoking                    | 23%             | 15%            | 15%           |
| Adult Obesity                    | 43%             | 36%            | 34%           |
| Food Environment Index           | 7.4             | 6.8            | 7.7           |
| Physical Inactivity              | 30%             | 22%            | 23%           |
| Access to Exercise Opportunities | 36%             | 73%            | 84%           |
| Excessive Drinking               | 15%             | 18%            | 18%           |
| Alcohol-Impaired Driving Deaths  | 19%             | 25%            | 26%           |
| Sexually Transmitted Infections  | 652.8           | 603.3          | 495.5         |
| Teen Births                      | 36              | 18             | 17            |

| Clinical Care  |  | Columbus County | North Carolina | United States | — |
|--|--|-----------------|----------------|---------------|---|
| Uninsured  |  | 15%             | 12%            | 10%           |   |
| Primary Care Physicians  |  | 2,500:1         | 1,410:1        | 1,330:1       |   |
| Dentists   |  | 3,560:1         | 1,630:1        | 1,360:1       |   |
| Mental Health Providers  |  | 580:1           | 320:1          | 320:1         |   |
| Preventable Hospital Stays                                     |  | 4,496           | 2,838          | 2,681         |   |
| Mammography Screening  |  | 40%             | 47%            | 43%           |   |
| Flu Vaccinations   |  | 44%             | 50%            | 46%           |   |
| Additional Clinical Care (not included in summary)             |  |                 |                |               | + |
| Social & Economic Factors                                      |  | Columbus County | North Carolina | United States | — |
| High School Completion   |  | 86%             | 89%            | 89%           |   |
| Some College   |  | 49%             | 69%            | 68%           |   |
| Unemployment   |  | 4.2%            | 3.7%           | 3.7%          |   |
| Children in Poverty  |  | 29%             | 17%            | 16%           |   |
| Income Inequality  |  | 4.9             | 4.7            | 4.9           |   |
| Children in Single-Parent Households                           |  | 36%             | 27%            | 25%           |   |
| Social Associations  |  | 10.4            | 11.3           | 9.1           |   |
| Injury Deaths  |  | 131             | 88             | 80            |   |
| Additional Social & Economic Factors (not included in summary) |  |                 |                |               | + |
| Physical Environment   |  | Columbus County | North Carolina | United States | — |
| Air Pollution - Particulate Matter                             |  | 6.9             | 7.8            | 7.4           |   |
| Drinking Water Violations                                      |  | No              |                |               |   |
| Severe Housing Problems  |  | 16%             | 14%            | 17%           |   |
| Driving Alone to Work  |  | 87%             | 75%            | 72%           |   |
| Long Commute - Driving Alone                                   |  | 42%             | 34%            | 36%           |   |
| Additional Physical Environment (not included in summary)      |  |                 |                |               | + |

**Agenda Item #16: SOUTHEASTERN COMMUNITY COLLEGE – APPROVAL of the CAPITAL REQUEST for \$100,000:**

Southeastern Community College President Dr. Chris English requested approval of the capital request for \$100,000 for various capital projects in FY 24/25.

**MOTION:**

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



June 12, 2024

Mr. Ricky Bullard  
 Chairman of the Board  
 Columbus County Commissioners  
 127 W. Webster Street  
 Whiteville, NC 28472

**RE: 2024-2025 Capital Budget Request**

Dear Chairman Bullard,

Southeastern Community College is currently planning several key capital projects that we believe will benefit our students and faculty and positively impact the entire community. We have received State Capital Infrastructure Funds (SCIF) to support several of these initiatives, but we have other projects to which SCIF funds cannot be allocated. Southeastern CC requests \$100,000 in capital support from Columbus County Commissioners for fiscal year 2025. The projects to be advanced with these funds include:

- 1. Renovation of Building N:** This building was determined to be near the end of life in our Facilities Master Plan. To best utilize this 7,800 sq. ft. building, the College will repurpose it into a Facilities Garage. The renovation will include roof upgrades, as there are existing leaks, and adding bay doors for forklift access and equipment storage.
- 2. Upgrade HVAC Unit in Building A:** The College’s Administrative Offices and Student Support Services are housed in this building. We intend to upgrade a 20-ton split system unit that has exceeded its useful life and is near failure.

We know with your support, these capital projects can come to fruition, significantly enriching the college campus and our community. Thank you for your time and consideration. Southeastern CC appreciates the continued support of Columbus County Commissioners.

Sincerely,

**Agenda Item #17: EMERGENCY SERVICES – APPROVAL of the MEMORANDUM of AGREEMENT and CAPITAL PROJECT ORDINANCE for the ACCEPTANCE of the EMERGENCY MANAGEMENT DISASTER RELIEF and MITIGATION GRANT:**

Emergency Services Director David Ransom requested approval of the Memorandum of Agreement and Capital Project Ordinance for the acceptance of the Emergency Management Disaster Relief and Mitigation Grant for \$15,000 to purchase/install a river gauge at 904/Pireway.

**MOTION:**

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

**Emergency Management Disaster Relief and Mitigation Grant (DRMG)  
Memorandum of Agreement (MOA) between**

Grantor:

State of North Carolina  
  
Department of Public Safety  
  
Emergency Management

Recipient:

County of Columbus  
  
130 W. Columbus St.  
  
Whiteville, NC 28450

MOA# NCEM-DRMG2344

Award amount: \$15,000.00

Period of performance: 6/15/2024 to 6/30/2025

**ARTICLE VII. PURPOSE**

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities, and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate flood mitigation efforts and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

**ARTICLE VII2. AUTHORITY**

This grant award and MOA are authorized under the provisions of: (1) 2023 Appropriation Act, *S.L. 2023134, § 5.6(f)(1)*, (2) NC Appropriations Act of 2021, *S.L. 2021-180, Section 5.9(a)(3), and Section 5.9(a)(4)*, (3) N.C.G.S. §166A-19.12(13), and (4) FY 2023 Disaster Relief and Mitigation Fund (NOFO):

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.



1636 Gold Star Drive Raleigh, NC 27607 | 4236 Mail Service Center Raleigh, NC 27699-4236  
Phone: 919-825-2500 Fax: 919-825-2685 | www.ncdps.gov www.readync.gov  
*An Equal Opportunity Employer*

**ARTICLE VIII3. COMPENSATION**

Payment to Recipient for expenditures under this MOA will be reimbursed after Recipient’s (Requests for Reimbursement) is submitted and approved for eligible scope of work activity. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 4).

Recipient must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.



#### ARTICLE IX4. CONDITIONS

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

##### A. Recipient must:

- i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: [www.dnb.com](http://www.dnb.com) or <http://fedgov.dnb.com/webform>. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

##### B. Recipient must submit the following documents to Grantor at [NCEMLTR.grant@NCDPS.gov](mailto:NCEMLTR.grant@NCDPS.gov) upon execution and submission of this MOA:

- i. [State of NC Substitute W-9 Form](#)
- ii. [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: [ncfsepay@osc.nc.gov](mailto:ncfsepay@osc.nc.gov) with copy to [NCEMLTR.grant@ncps.gov](mailto:NCEMLTR.grant@ncps.gov)
- iii. Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- iv. [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) ([G.S. 143C-6-23.\(c\)](#))

##### C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
- ii. MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Request for Reimbursements and documentation
- vi. Closeout Request and documentation
- vii. Pre and Post photo documentation for all permanent work projects

#### ARTICLE X5. REGULATION

Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

#### ARTICLE XI6. SUPPLANTING

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

## ARTICLE XII7. COMPLIANCE

Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of

Recipient on the Suspension of Funding List ([SOFL](#)) maintained by the State Office of State Budget & Management ([OSBM](#)) <https://www.osbm.nc.gov/stewardship-services/grants-managementsystem/suspension-funding-memos>.

### 8. Responsibilities Grantor:

- A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.
- B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.
- C. Grantor shall verify the completion of the project thru the closeout process. Recipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.
- B. Recipient shall expend funds in accordance with this MOA.
- C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in [N.C.G.S. Chapter 143, Article 3, Purchases & Contracts](#).

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

Recipient is required to check the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

- D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov).

#### E. Requests for Reimbursement (RFR)

Recipient must submit RFR, with all required documentation attached to NCEM at [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov). Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any granteligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

#### F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

- i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
- ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
- iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
- iv. Bid documents (solicitation, bid evaluations, etc.), contracts.

- v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
- vi. Pictures prior to the start of the project and when complete for permanent work type grants. G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).

H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

- i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
- ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
- iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout.

Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

J. Indirect Costs. No indirect or administrative costs will be charged to this award.

K. Conflict of Interest. Per [N.C.G.S. § 143C-6-23\(b\)](#), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and

subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not eligible under this MOA.

#### **ARTICLE XIII9. FUNDING**

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

#### **ARTICLE XIV10. TAXES**

Recipient shall be considered to be an independent Recipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

#### **ARTICLE XV11. WARRANTY**

Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

#### **ARTICLE XVI12. STATE OF NORTH CAROLINA REPORTING REQUIREMENTS PER NCGS 143C-6-23 AND 09 NCAC 03M**

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every [non-state entity](#) (including non-profit organizations, counties and local governments) that receives state or federal passthrough grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for Recipients to meet these requirements: <https://www.ncdps.gov/ourorganization/emergency-management/emergency-management-grants/grants-management-compliance>.

#### **ARTICLE XVII LEVEL I (LESS THAN \$25,000)**

A grantee receiving less than \$25,000 (combined) in State or Federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

#### **ARTICLE XVIII LEVEL II (\$25,000 - \$499,999)**

A grantee that receives between \$25,000 - \$499,999 (combined) in State or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

#### **ARTICLE XIX LEVEL III (\$500,000 - \$749,999)**

A grantee that receives a combined \$500,000 or more in State funding or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

#### **ARTICLE XX LEVEL III CONTINUED (\$750,000+)**

A grantee that receives a combined \$750,000 or more in funding from all Federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
- Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
- Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
- Make copies of the single audit available to the public. See paragraph 15 below for audits.

### **13. AUDIT REQUIREMENTS**

Per 09 NCAC 03M.0205, a Recipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the Recipient's fiscal year end submit to DPS Internal Audit ([AuditGrantsReport@ncdps.gov](mailto:AuditGrantsReport@ncdps.gov)) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If Recipient is a unit of local government in North Carolina, Recipient may also be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (*see* [Local Government Commission](#) for more information).

### **14. POINTS OF CONTACT (POC)**

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the NoFO or as amended. Recipient POC shall be the person designated by the Recipient. Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- Is or becomes part of the public domain, through no fault of the receiving party.



- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

## 15. PUBLIC RECORDS ACCESS

All information maintained by Grantor in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

## 16. CONTRACTING/SUBCONTRACTING

If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractor/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

## 17. SITUS

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

## 18. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

## 19. OTHER PROVISIONS/SEVERABILITY

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

## 20. ENTIRE AGREEMENT

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

## 21. Modification

This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

## 22. Termination

Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

## 23. SCOPE OF WORK

Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

## 24. EXECUTION AND EFFECTIVE DATE

This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

## 25. CERTIFICATION OF ELIGIBILITY - UNDER THE IRAN DIVESTMENT ACT

Pursuant to N.C.G. S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.\* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran

- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Actresources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, direct questions to (919) 814-3852.

**26. ATTACHMENTS**

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
  - i. Appendix 1 - Notice of Funding Opportunity (NoFO)
  - ii. Appendix 2 - Scope of Work or Grant Application
  - iii. Appendix 3 - Award letter
  - iv. Appendix 4 – Required Documentation for Reimbursement Request.

**IN WITNESS WHEREOF**, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

**ARTICLE XXINC DEPARTMENT OF DIVISION OF EMERGENCY**

**1636 Gold Star Drive 130**

**ARTICLE XXIIRALEIGH NC 27607**

By: \_\_\_\_\_

Date: \_\_\_\_\_

William C. Ray Name:  
Director NC Emergency Management Title:

APPROVED AS TO FORM: By: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

William Polk  
Department of Public Safety  
Deputy General Counsel

**PUBLIC SAFETY COUNTY OF COLUMBUS MANAGEMENT**

**W. Columbus Street**

**WHITEVILLE, NC 28450**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ **Appendix 1**

## Notice of Funding Opportunity (NOFO)

NOTICE OF FUNDING OPPORTUNITY (NOFO):  
**North Carolina Emergency Management (NCEM) Disaster Relief  
and Mitigation Fund**

North Carolina Emergency Management (NCEM) is now accepting applications for grants funded through the 2023 Appropriations Act, *S.L. 2023-134, § 5.6(f)(1)*, the Emergency Management Disaster Relief and Mitigation Fund.

Eligible applicants are state agencies, units of local government, public authorities, and nonprofit organizations.

Funding can be used for flood mitigation, transportation infrastructure resilience against natural disasters, and assistance with local matching to drawn down federal mitigation funds.

Applications must be received by NCEM no later than Close of Business (5pm) on **31 January 2024**.

**ELIGIBLE APPLICANTS**

State agencies, units of local government, nonprofit organizations, and public authorities, as defined in G.S. 159-7, may submit projects to the Emergency Management Long-Term Recovery Group who will convene a panel to score the projects. Nonprofit organization projects are limited to nonsectarian or nonreligious purposes which address such items in the section below.

**ELIGIBLE CATEGORIES OF WORK**

Funds can be used for the following categories of work:

- (1) Flood mitigation efforts that stabilize areas and reduce future damage.
- (2) Ensuring transportation resilience against natural disasters
- (3) Predevelopment assistance to provide small and underserved communities with technical assistance to identify and design shovel-ready projects related to disaster relief and flood mitigation.
- (4) Financial assistance with local cost share to draw down federal funds on approved federal mitigation grants.

Initial funding for this notice is anticipated to be \$25,000,000.

Projects can be 100% funded with no cost share and are paid on a reimbursement basis. Grant administration costs are not eligible.

Examples of Eligible Projects:

*(Not intended to be a full list but may help applicants to identify possible projects)*

- Construction of new or improvement of existing stormwater infrastructure
- Engineering expenses related to planning and implementation of flood mitigation projects.
- Elevation of buildings, controls, or other improvements of public infrastructure to mitigate future flood damage.
- Projects to protect public infrastructure from flooding.
- Projects that update and prepare transportation infrastructure for storms, mudslides, and flooding events taking projections of future risk into consideration.
- Risk assessments for critical transportation routes, building on existing and future reports, such as the I-95 and I-40 Flood Resilience Feasibility Study.
- Creating community-informed flood risk and vulnerability assessments that identify resilience gaps and project opportunities for transportation routes in North Carolina to help maintain vital transportation functions following flooding events.



Applicants applying for local cost share assistance for projects that require a local cost share to access federal funds should provide additional information within the application including 1) any notice of approval for your project from the funding agency, 2) a clear understanding of all additional funding sources for the project, and 3) current requirements of the applicant for local match.

**WHERE TO SUBMIT APPLICATION MATERIALS**

Applications must be submitted to the following email address: [NCEMLTR.grants@ncdps.gov](mailto:NCEMLTR.grants@ncdps.gov).

Applications will be reviewed for completeness with completed applications scored and ranked.

**Key Target Dates:**

|                        |                                    |
|------------------------|------------------------------------|
| 8-December-2023        | NOFO Released                      |
| <b>31-January-2024</b> | <b>Application Deadline</b>        |
| 15-March-2024          | NC Review Panel Scoring completed  |
| April 2024             | Applicants Notifications           |
| May-June 2024          | Complete and Sign grant agreements |

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient’s award. This process starts with the application referenced below.

**PROCESS TO SUBMIT YOUR APPLICATION**

Section 22.1 Application/Submission Information and Instructions

Application deadline 31 January 2024 (5:00PM)

Application to be submitted to [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov) with subject line “Applicant name – Project name – 2023 DRMF Grant Application”

Application email should include the completed [Application Document](#) and any additional attachments to support the project. Please make sure that you address each part of the application. The points below are representative of what you will find needed within the application. (Scoring weight in brackets):

- 1) Applicant Name, Address, Contact Information, and Project Name. Nonprofit corporations should also include the “Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (10)
- 2) General description of the Project (15)
- 3) Describe how the project mitigates future damage or flooding include impact on community. (35)
- 4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (20)
- 5) Timeline from approval of Grant to project completion. (10)
- 6) How and who will manage the project if awarded and their qualifications. Additionally, the applicants should include their experience in managing a grant award. (10)

Competitive proposals likely will include:

- Clear understanding of how the project mitigates against frequent flooding or mitigates against frequent disruptions to transportation infrastructure from nature disasters, or a clear understanding of need for matching assistance on approved federal mitigation grants.
- Understanding of the benefits for residents, businesses, and other entities within a community including the percent of the community impacted by the project.
- Professional or engineering reports for the project.
- A current estimate of probable cost with an understanding of how this was developed.
- How the project links to previous comprehensive assessments or planning effort or an understanding of how the community prioritizes this project.
- An understanding of likely implementation of a full construction project.

For more information, please send any questions to [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov)

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including quarterly reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- [W-9 \(09 NCAC 03M .0202\)](#)
- [Electronic Payment / Vendor Verification Form \(09 NCAC 03M .0202\)](#)
- Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)

Appendix 2

Scope of Work or Grant Application

Columbus County Emergency Services is requesting the funding to purchase a low-cost river gauge to install at 904/Pireway location in the southern part of the county. This area also has the possibility of not only impacting residents of Columbus County, but also Brunswick County and Horry County, SC because of their close proximity. The grant request is to purchase/install the equipment. We will be requesting NCEM to provide: For partners that have already purchased and installed OR plan to purchase and install low-cost gauges NCEM will: Provide technical support to assist with the purchase of low-cost water level gauges.

The purchase/installation of this river gauge will not only be able to provide information on river flooding to Columbus County, but upon request can also be provided to the surrounding counties of Brunswick and Horry. Horry County has just had one installed in Longs, SC in which we intend to request weather information from that location as well per conversation with Steve Pfaff, NWS.

Partnering with these surrounding counties that have experienced some of the same impacts for flooding as Columbus County has just increases our information flow and will help us to be able to provide better real-time information to these areas. Once this equipment is installed, we will do community outreach in providing training on how to access the weather information, in regards to the river flooding, they have been requesting, but there has been no funding available for this project until now.

Having information more readily available can assist the residents in the area on earlier evacuation planning as well as more secure practices for protecting their properties.

Upon discussions with the National Weather Service, Rick Neuherz, NOAA, Director Will Ray, Drew Pearson, Dare County Director and Gary Thompson, NCEM Deputy Hazard Mitigation Chief, the proposed scope of work was developed.

|  |                    |
|--|--------------------|
| Purchase/Installation of low-cost gauge with ultrasonic or pressure sensor | \$ 5,000           |
| NCEM Maintenance Support   | \$ 0.00 Add        |
| new gauge inundation into FIMAN installation                               | \$10,000 equipment |
| Total cost to for this grant request:                                      | \$15,000           |

NCEM advised they could assist with obtaining permission from NCDOT to install a gauge and they could also perform the survey work to establish survey monuments at the gauge location.

Appendix 3



NC Department of Public Safety  
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffalo Jr., Secretary  
William C. Ray, Director

3 May 2024

Ms. Teresa Smith  
Deputy Director  
County of Columbus  
130 W. Columbus St.  
Whiteville, NC 28450

Dear Ms. Smith,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount of \$15,000.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email and sent to [NCEMLTR\\_grant@ncdps.gov](mailto:NCEMLTR_grant@ncdps.gov)

- [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: [ncfsepav@osc.nc.gov](mailto:ncfsepav@osc.nc.gov) with copy to [NCEMLTR\\_grant@ncdps.gov](mailto:NCEMLTR_grant@ncdps.gov)
- [Conflict of Interest Policy \(G.S. 143C-6-23.\(b\)\)](#)
- [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Grants Manager, directly (984-222-4159 or [Jeffrey.Welker@ncdps.gov](mailto:Jeffrey.Welker@ncdps.gov)).

Respectfully,

Dec:Signed by:  
  
William C. Ray  
Director & Deputy Homeland Security Advisor  
North Carolina Emergency Management



1636 Gold Star Drive Raleigh, NC 27607 | 4236 Mail Service Center Raleigh, NC 27699-4236  
Phone: 919-825-2500 Fax: 919-825-2685 | [www.ncdps.gov](http://www.ncdps.gov) [www.readync.gov](http://www.readync.gov)  
An Equal Opportunity Employer

- Quarterly Progress Report - Form LTR002/2022
- Request for Reimbursement - Form LTR003
- Summary of Documentation (SOD) - Form LTR001

Recipient should submit a single pdf with the above forms and all supporting information including invoices, proof of payment, bid documentation and contracts as necessary. PDF file should be ordered as follows:

1. Request for Reimbursement Form
2. Current Quarterly Progress Report Form
3. Summary of Document Form (SOD)
4. Supporting documentation in order as they appear on SOD. Please order invoices and matching checks together within the pdf.
5. Any Insurance documents, permits, or pictures of work progress as necessary or supportive.

**North Carolina Division of Emergency Management  
Long Term Recovery Grant Program  
QUARTERLY PROGRESS REPORT**

Progress Report Period: \_\_\_\_\_ to \_\_\_\_\_  
 Project Title: \_\_\_\_\_ MOA #: \_\_\_\_\_  
 Applicant: \_\_\_\_\_  
 Address: \_\_\_\_\_ County: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone #(s): \_\_\_\_\_ Email Address: \_\_\_\_\_

Total Project Expenditures to Date: \$ \_\_\_\_\_

- 
1. Date of Project Approval:
  2. Start Date of the Project:

- 3. Percent of Work Completed to Date: \_\_\_\_\_ %
- 4. Anticipated Completion Date:
- 5. Actual Completion Date:
- 6. Summary of progress on project for this report period: *(Provide narrative summary on a monthly basis and relate activities to project budget.)*

7. Anticipated cost over-run/under-run: \$

8. Problems encountered:

9. Status: *(Please check pertinent information).*

- |  |   |   |  |
|--|---|---|--|
| <u>Project Status</u>                            |   | <u>Project Cost Status</u>                  |  |
| (1) <input type="checkbox"/> Project on schedule |   | <input type="checkbox"/> (1) Cost unchanged |  |
| (2) <input type="checkbox"/> Project completed   |   | (2) <input type="checkbox"/> Cost overrun   |  |
| (3) <input type="checkbox"/> Project delayed     | (3) Cost <input type="checkbox"/> under-run |   |  |
| (4) <input type="checkbox"/> Project canceled    |   |   |  |

Request for Reimbursement (RFR) Form LTR003

Grantee: \_\_\_\_\_ Identification Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, Zip: \_\_\_\_\_

| MOA Grant #              | Grant Amount \$ | Previous Payments \$ | Current RFR | SOD and supporting Docs attached (Y/N)* | State Approvals Office Use only (GM approval) Comment |  |
|--------------------------|-----------------|----------------------|-------------|---|---|--|
|                          |                 |                      |             |   |   |  |
| Total of Current Request |                 |                      |             |   |   |  |

\* SOD and Supporting documentation are required for all Requests for Reimbursements and need attached to the pdf of this request.

I certify that the above expenditures are accurate and in compliance with the associated MOA.

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_







11 June 2024  
Columbus County  
127 W. Webster Street  
Whiteville NC

Re: Columbus County 911 Center Recommendation of Award

On May 30, 2024 Bids were received and opened for the above referenced project. A total of 6 bids were received with the low bidder being Thomas Construction Group. We recommend award for the bid amount of \$3,129,000.00 plus an allowance of \$55,000.00 for Fire Alarm for a total of \$ 3,184,000.00 to **Thomas Construction Group.**

As we understand it, this is under the budget for this part of the project.  
Upon your direction we will draft a contract for your review.

**Lee Dixon, AIA**  
**Coastal Architecture pllc**  
**architects-planners**  
sdg

4206 Bridges Street Ext., Suite C  
Morehead City, NC 28557  
252-247-2127 (Office)  
252-241-1868 (mobile)  
Lee@coastalarchitecture.net

**Agenda Item #19: AIRPORT – APPROVAL of the LOWEST QUALIFIED BID from HIGHLAND PAVING COMPANTY and ASSOCIATED CONTRACT for the APRON EXPANSION PROJECT:**

Airport Director Phil Edwards requested approval of the lowest qualified bid with Highland Paving Company, LLC, in the amount of \$2,506,918.25. This project is grant funded - the grant agreement and Capital Project Ordinance were approved by the BOC on May 20, 2024.

**MOTION:**

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

***\*\*THE FULL BID TABULATION, AND CONTRACT WITH HIGHLAND PAVING IS HOUSED IN THE CLERK'S OFFICE\*\****

**Agenda Item #20: AIRPORT – APPROVAL of the WORK AUTHORIZATION for PROFESSIONAL SERVICES with TALBERT & BRIGHT, INC., for APRON EXPANSION PROJECT CONSTRUCTION ADMINISTRATION:**

Airport Director Phil Edwards requested approval of the work authorization for professional services with Talbert & Bright, Inc., for Apron Expansion Construction Administration.

**MOTION:**

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

***\*\*THE FULL CONTRACT FOR PROFESSIONAL SERVICES WITH TALBERT & BRIGHT IS HOUSED IN THE CLERK'S OFFICE\*\****

**Agenda Item #21: ATTORNEY'S OFFICE – APPROVAL of ADDITIONAL DEFENDANTS in the OPIOID SETTLEMENT:**

Attorney Amanda Prince requested approval of additional defendants to include Kroger and its affiliates in the Opioid Settlement:

**MOTION:**

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

**Agenda Item #22: ECONOMIC DEVELOPMENT – APPROVAL of the MEMORANDUM of UNDERSTANDING (MOU) with TABOR CITY REGARDING the SHELL BUILDING PROJECT:**

County Attorney Amanda Prince requested approval of the MOU with Tabor City regarding the Shell Building Project.

**MOTION:**

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

NORTH CAROLINA

INTER-LOCAL COOPERATION AGREEMENT COLUMBUS

COUNTY

THIS JOINT INTER-LOCAL GOVERNMENTAL COOPERATION

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Ma \_\_\_\_\_, 2024, between TOWN OF

TABOR CITY (herein "Town"), a North Carolina municipal corporation, and COLUMBUS COUNTY (herein "County"), a body politic and corporate of the State of North Carolina;

**WITNESSETH:**

WHEREAS, pursuant to Article 20 of Chapter 168 of the North Carolina General Statutes,

Columbus County and the Town of Tabor City (collectively the "Parties") are authorized to enter into joint interlocal agreements to execute undertakings; and

WHEREAS, "Attachment A" entitled "A minor subdivision for the Town of Tabor City" is hereby incorporated by reference; and

WHEREAS, the Town of Tabor City is the owner of an industrial site, more specifically Parcel # 012221 located \_\_\_\_\_, in the Tabor Industrial Park (hereinafter sometimes referred to as "TIP") on Tabor Industrial Park Road, and Columbus County desires to support and assist the Town of Tabor City in the construction of a shell building in the TIP; and

WHEREAS, both parties desire that the shell building be constructed on Parcel #01222, also recorded in Deed Book 1280 Page 842 Columbus County Registry; and

WHEREAS, for economic development purposes, which the Parties agree will provide mutual benefits to the County and the Town, it is the desire of both governmental entities to join together in this inter-local agreement, and they hereby agree as follows:

1. Town hereby agrees to convey the portion of Parcel #012221 described as "Lot One" of Attachment A "Minor Subdivision for the Town of Tabor City" in the TIP jointly to the County and Town subject to the terms of this Agreement with recordation and conveyance subject to the award of the Golden Leaf Shell Building Pilot program grant.

2. The Town agrees to implement a previously awarded site development grant from the North Carolina Golden Leaf Foundation at the parcel to make it pad ready for the construction of a shell building expandable to 100,000 sq. ft. The Town agrees to use its best efforts to complete the site work as soon as possible. The County agrees to reimburse the Town for one half of the local match expenditures associated with the site development grant related to the shell building.



3. Town and County jointly agrees they shall be responsible for the construction of a shell building on the parcel so as to aid in the recruitment of business and industry to the Tabor Industrial Park only if a grant for shell building construction is awarded by the North Carolina Golden Leaf Foundation.

The Parties' agreement on design, construction and financing of the shell building is as follows:

- a. The Town and County jointly agrees to be responsible for the design, construction, and financing of a 25,000 Sq. Ft. Shell Building to be constructed on the portion of Parcel #012221 described as "Lot One" of Attachment A "Minor Subdivision for the Town of Tabor City" in the TIP jointly to the County and Town subject to the terms of this Agreement with recordation and conveyance contingent on the award of the Golden Leaf Shell Building Pilot program grant. These costs will become part of the sales price of the building.
- b. The Town and County agrees to review and discuss all development plans and shell building construction plans with each other prior to securing construction permits.
- c. Any proceeds from the sale or lease of the land and shell building shall be divided equally between the County and used only for economic development purposes approved by the North Carolina Golden Leaf Foundation.
- d. The Town and County agrees that any maintenance type costs associated with the newly constructed Industrial shell building or its site shall first be paid for out of the previously established Enterprise Fund. In the event that Enterprise Fund becomes depleted, then the two parties agree to pay for one half each of such maintenance expenses. In the event the enterprise fund appears to be independently unable to sustain itself in the upcoming fiscal year, the County and Town agree to appropriate funds in their annual budgets to cover anticipated deficits at  $\frac{1}{2}$  (one-half) each.
- e. The Parties agree to cooperate fully, jointly, and in good faith in the pursuance of a shell building construction grant from the North Carolina Golden Leaf Foundation. Both parties agree to commit to an initial minimum appropriation of \$500,000 dollars each for the purposes of constructing an industrial shell building. Further appropriations may be obligated through joint resolutions at a standard ratio of 1:1 unless another ration is mutually agreed upon and shall not exceed \$650,000 dollars.
- f. The Town and County jointly agree to adhere/honor the existing procurement of services and contractual obligations of the Town of Tabor City for the construction and administration of a shell building in the TIP. Procurement and purchases related to the construction of the shell building must comply with North Carolina General Statutes and regulations imposed by the North Carolina Golden Leaf Foundation.

4. The provision of water and sewer to the parcel at the Tabor Industrial Park (excepting utility usage charges subsequent to any sale of the property to a third party, and as further provided herein) shall be the responsibility of the Town of Tabor City from its existing TIP water and sewer lines. Extension of water and sewer lines to buildings shall be at the purchaser's expense unless the

Town of Tabor City and Columbus County agrees to provide such extensions.

- a. The Town of Tabor City agrees to maintain adequate flows and pressures within the park so as to encourage industrial development.
- b. The Town of Tabor City agrees to work with the natural gas provider to provide natural gas service to the parcel located within the TIP.

- c. The Town of Tabor City agrees to work with Brunswick Electric Membership Corporation to install underground electric service lines to the parcel located within the TIP.

5. It is agreed that the parcel is subject to the covenants and restrictive measures common and in effect at all other parcels in the Tabor Industrial Park, and also with the zoning and land use regulations of the Town of Tabor City.

6. Columbus County and the Town of Tabor City agree that the Columbus County Economic Development office will market the sale and/or lease of the Lot and shell building, and the County will conduct and be responsible for the closing of a sale and conveyance of the property.

7. Amendments. This Agreement may be amended only by written agreement of the Parties, duly approved by their respective governing bodies.

8. Duration. This Agreement is effective upon its due execution by the Parties and shall continue in effect for fifteen years.

9. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

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

11. Parties are aware of and in compliance with the requirements of E-Verify, Article 2 of

Chapter 64 of the North Carolina General Statutes

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the appropriate representatives of the undersigned governmental entities approval by their respective governing boards, this the day and year first above written.



(Seal)

ARTICLE XXIIICOLUMBUS COUNTY

ATTEST: .

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: Ricky Bullard Name: Jana Nealey  
Title: Chairman, Board of Commissioners Title: Clerk, Clerk to the Board

(Seal)

NORTH CAROLINA

COLUMBUS COUNTY

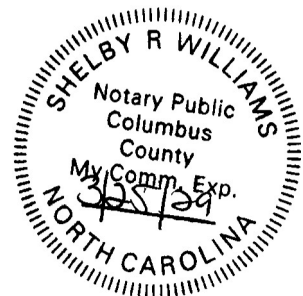
Shelby R. Williams, a Notary public \_\_\_\_\_, a Notary public of the aforesaid county state, do hereby certify that Lora Merritt-Thompson and \_\_\_\_\_

Personally appeared before me and acknowledged that he/she is Clerk of the Town of Tabor City, a body politic, and that by authority duly given by its Town Council, the foregoing Agreement was signed in it name by its Mayor, sealed with its corporate seal, and attested by himself/herself as its Clerk.

Witness my hand and official seal or stamp this 5 day of May, 2024.

Shelby R. Williams  
Notary Public

My Commission Expires: C) 1)



NORTH CAROLINA

COLUMBUS COUNTY

\_\_\_\_\_, I, a Notary public of the aforesaid county and state, do hereby certify that Jana Nealey Personally appeared before me and acknowledged that she is Clerk of the Board of Commissioners, a body politic, and that by authority duly given by its Board of Commissioners, the foregoing Agreement was signed in it name by its Chairman, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal or stamp this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**Agenda Item #23: DSS – MONTHLY REPORT:**

DSS Interim Director Dwella Hall gave the monthly update for May, 2024.

**Monthly Administrative Update****For May, 2024****June 17<sup>th</sup>, 2024 Meeting**

On May 2<sup>nd</sup>, I met in person with Christy Nash-Frink, State Director's Aide. She came to assist me in my new role and provided guidance to help achieve success as a DSS Director. She also shared updates and policy changes across the state. Overall, we had a productive meeting and we plan to meet again in July.

On May 4<sup>th</sup>, I attended and participated in the Strawberry Festival Parade. As a community leader, I was asked to join the HEARTS Foundation. The HEARTS Foundation is a nonprofit organization that strives to give back to the children in our community. For the past 10 years, this organization has provided free book bags and school supplies to our local foster children and the children of Columbus County.

On May 7<sup>th</sup>, the Children Services CQI Representative was on site to meet with the staff and review cases. She also provided them with current policy updates. As of this date the staff is working together to ensure the children's safety, as we are currently experiencing heavy turnovers in the Foster Care department. We also had our APS CQI on site this month. She conducted a case review and overall the unit had a positive outcome.

Also in the month of May, our Medicaid department participated in the local County Audit. They were able to provide required documentation to the auditing firm.

On May 8<sup>th</sup>, I attended the OPIOID Steering Committee conducted by Syd Wiford. This grant funded project will aid in the reduction of Opioid usage in our County. The Department will be working closely together throughout this project.

On May 15<sup>th</sup>-17<sup>th</sup> I attended the Annual Executive Director's meeting in Wrightsville Beach. Presentations varied from Vanguard Professional Staffing Services to The Honorable Jim Mixson, from Iredell County Clerk of Superior Court. We participated in a Team building exercise to strengthen our knowledge as well as building our leadership skills. Overall, this conference provided me with encouragement and confidence as I continue to grow as a leader of this County.

Thank you,

Dwella M. Hall

Interim Director

**May 2024 Human Services****Adult Services (APS)**

APS Reports Accepted: 10

County Wards: 25

Number of Payee Cases: 11

Adults Served APS: 6

**Children's Protective Services (CPS)**

Reports Accepted: 26

Reports Screened out: 22

Families Receiving In-Home Services: 30

Children Served: 62

Contacts with Families Monthly: 274

Assessments: 16

**Foster Care**

Foster Children in Foster Homes: 88

Children Placed Outside County: 40

Agency Adoptions: 0

Pending Adoptions: 11

Total Foster Homes Licensed: 8

Total Children in Foster Care: 98

**Work First Employment (TANF)**

Applications Taken: 31

Applications Approved: 6

Individuals Receiving Benefits: 125

Entered Employments: 1

Number in Non-Paid Work Experience: 0

**May 2024 Human Services (continued)****Program Integrity**

Collections for Fraud: \$47,294.71

New Referrals: 6

Cases Established: 0

**Day Care**

Children Receiving Day Care Assistance: Not Available

Children on the Waiting List: 0

Amount Spent on Day Care Services: \$319,711.00

**May 2024 Economic Services****Food & Nutrition**

Applications Taken: 254

Applications Approved: 149

Active Cases: 5,983

Benefits Issued: \$1,943,203.00

Participants Served: 11,765

**Adult Medicaid**

Applications Taken: 109

Redeterminations: 257

Applications Processed: 142

Total Medicaid Cases: 15,627

Total Individuals Receiving: 23,660

**Medicaid Transportation (NEMT)**

Number of Medicaid Transportation Trips: 1,588

Amount Requested for Reimbursement: \$47,377.63

**Family & Children's Medicaid**

Applications Taken: 225

Applications Processed: 421

Redeterminations: 665

**Child Support**

Absent Parents Located: 33

Orders Enforced: 1,239

Active Cases: 3,351

Collections: \$455,210.00

**Economic Services Narrative**

**Darlene Jenkins-Parks, Income Maintenance Administrator**

**Vacancies/Updates/News for May 2024**

**Income Maintenance Administrator Updates:**

The **FNS Review unit** supervisor, Rose Nance retired on May 20, 2024. The Intake/Processing supervisor with the unit lead worker are currently assisting handling the supervision of this unit. The FNS department just completed their FNSME (Management Evaluation) required every 2 years. In response to any negative findings, we are required to complete a PIP (Program Improvement Plan). This includes listing areas of improvement, setting FNS department goals to improve and include additional training if needed.

The **Medicaid department** had their Local Audit on May 29<sup>th</sup> & 30<sup>th</sup>. This department will begin the Quality Assurance REDA (Recipient Eligibility Determination Audit) effective June 3, 2024, this audit will continue for 10 months.

The **Child Support department** had their IRS Inspection on May 9, 2024.

**Economic Programs:**

**FNS Intake/Processing:** This unit has (2) two vacancies. The (6) IMC II's are working hard to meet timeliness and accuracy requirements. FNS applications are steady coming in through face-to face, mail-in, electronic and face-to-face.

**FNS Review:** This unit has (2) two vacancies, (1) new trainee effective 4/21/24, (1) caseworker on FMLA and unit supervisor vacancy. This unit has been struggling with vacancies and staff requiring FMLA for a while. As of this month there are 5938 FNS active cases.

**F&C Medicaid Intake/Processing Unit:** This unit is currently fully staffed. Medicaid Family and Children's Unit is currently fully staffed operating with (5) full time permanent caseworkers who intake and process their own E-pass, FFM and mail-in applications in a timely manner.

**F&C Medicaid Review Unit:** This unit currently has (2) positions vacant as a result of retirements & (3) additional positions approved for Medicaid Expansion. They have (2) trainees that have been assisting the (5) five fully trained IMC II's handling the (2) two vacant caseloads & (2) trainee caseload.

**Adult Medicaid Intake/Processing Unit:** This unit is fully staffed but have (1) one caseworker on FMLA. The month of May they processed 142 Adult Traditional applications and 32 Expanded Medicaid/Family Planning applications.

**Adult Medicaid Review Unit:** This unit is fully staffed. This unit handles monthly review checking for continued eligibility, any changes reported either by beneficiary, other departments within the agency or through one of the many reports these workers are required to be worked each month. These caseworkers communicate with clients either in agency traffic and multiple phone calls daily.

**LTC/CAP/SA Unit:** The LTC/CAP/SA unit has (1) one vacancy due to promotion to fill supervisor vacancy. This unit currently has (2) two caseworkers that complete LTC/CAP/SA all processes and (1) one caseworker that completes LTC/CAP only. She will begin training for the SA (Special Assistance Program) soon. These programs are very complex and detailed.

**Non-Emergency Medicaid Transportation (NEMT) Unit:** This unit is fully staffed. The unit continues with daily calls, new and updated assessments, scheduling for pickups from vendors, as well as billing for van and mileage.

**Housekeeping:** This unit is fully staffed. The housekeepers keep up with daily schedules and routines throughout their day such as sanitizing and keeping the agency clean and neat.

**Child Support: Establishment unit:** currently has (2) vacancies. The Interstate caseload is currently struggling due to a vacancy. We prepared a total of 68 cases for court action in the month of May 2024 for the Establishment Unit. scheduling in office The Establishment Unit as whole has continued to schedule appointments for the clients/non-custodial parents to come to DSS to sign Voluntary Support Agreements/Consents and any other necessary documents.

**Enforcement unit:** currently has (1) vacancy. This unit has prepared 209 cases for court action the month of May. Both Child Support units continue to see clients and non-custodial parents in the agency for case consultations and to attempt to resolve as many issues as possible outside of court. The agents have come together and are working great as a team assisting each other as needed, whether in court or office setting.

There were a total of 271 Court Orders for the month of May 2024.

**Agenda Item #24: APPROVAL of BUDGET AMENDMENTS and CAPITAL PROJECT ORDINANCES:**

Finance Director Lacie Jacobs is requesting approval of the following budget amendments and capital project ordinances:

- a. Whiteville High School Project – Closeout Ordinance
- b. Whiteville High School Project – Budget Amendment – Fund 10
- c. West Columbus School Project – Closeout Ordinance
- d. West Columbus School Project – Budget Amendment – Fund 10
- e. Sales Tax and Schools - End of Year (EOY)
- f. Fines and Forfeitures - End of Year (EOY)
- g. 2023 SCIF Grant - End of Year (EOY)
- h. Sheriff Civil - End of Year (EOY)
- i. Special Alcohol and Drug - End of Year (EOY)
- j. Transportation - End of Year (EOY)
- k. Health Department – WIC
- l. Register of Deeds - End of Year (EOY)
- m. Animal Protection - End of Year (EOY)
- n. Sheriff GHSP - End of Year (EOY)
- o. Economic/Physical Development - End of Year (EOY)
- p. Cultural/Recreational Dept. - End of Year (EOY)

**MOTION:**

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

COLUMBUS COUNTY, NORTH CAROLINA  
Ordinance making amendments to the  
Whiteville High School 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 Whiteville High School Capital Project Fund as of June 3, 2024 pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2023.

|  | Current Revenue | Changes | Proposed Revenue    |
|--|-----------------|---------|---------------------|
| 42-3591-449120 – Loan Proceeds                                   | \$14,609,000    | \$0     | \$14,609,000        |
| 42-3591-449130 – Needs Based Lottery Funds                       | \$4,327,500     | \$0     | \$4,327,500         |
| 42-3591-489199 – County Appropriation                            | \$3,000,000     | \$0     | \$3,000,000         |
| 42-3591-432304 – Article 44 Sales Tax Transfer from General Fund | \$333,000       | \$0     | \$333,000           |
| 42-3591-491000 – Investment Earnings                             | \$93,778        | \$0     | \$93,778            |
| <b>Total:</b>  |                 |         | <b>\$22,363,278</b> |

|   | Current Appropriations | Changes    | Proposed Appropriations |
|---|------------------------|------------|-------------------------|
| 42-5911-519902 – Eng/Architect Fees               | \$1,332,193            | \$0        | \$1,332,193             |
| 42-5911-548002 – Administrative Costs             | \$199,935              | \$0        | \$199,935               |
| 42-5911-519903 – Appraisal and Survey             | \$51,470               | \$0        | \$51,470                |
| 42-5911-519940 – Permitting Fees                  | \$3,150                | \$0        | \$3,150                 |
| 42-5911-524000 – Construction                     | \$19,977,866           | -\$183,281 | \$19,794,575            |
| 42-5911-551010 – Furniture/Fixtures and Equipment | \$0                    | 0          | \$0                     |
| 42-5911-549956 – Contingency                      | \$0                    | 0          | \$0                     |
| 42-5911-820000 – Interest Payment                 | \$408,622              | \$0        | \$408,622               |
| 42-5911-598000 – Transfer to General Fund         | \$390,053              | +\$183,281 | \$573,333               |
| <b>Total:</b>                                     |                        |            | <b>\$22,363,278</b>     |

**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 June 17, 2024.  
ADOPTED, this 17<sup>th</sup> day of June, 2024.

*Jane Nealey*  
Jane Nealey, Clerk to the Board

*Ricky Bullard*  
Ricky Bullard, Chairman  
Columbus County Board of Commissioners

**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









BUDGET AMENDMENT

FY 23/24

Name of Department: FINANCE/END OF YEAR AMENDMENTS/SHERIFF CIVIL FUND

Agency Head Signature:

Date Prepare / Submitted to Admin: June 12, 2024 Date Received in Admin:

Table with columns: Budget Code, Fund, Dept, Category, EXPENDITURES Classification, Requested Increase or (Decrease). Row 1: 72, 5500, 549900, MISCELLANEOUS EXPENSE, \$93,000. Total Net Expense: \$93,000.

Table with columns: Budget Code, Fund, Dept, Category, REVENUES Classification, Requested Increase or (Decrease). Row 1: 72, 3370, 497000, MISCELLANEOUS REVENUE, \$93,000. Total Net Expense: \$93,000.

XXX This budget revision has been approved by the Board of Columbus County Commissioners on: 6-17-24

Signature: Ricky Bullard Date: 6-17-24

Explanation of Increase or Decrease: INCREASE BUDGET FOR SHERIFF CIVIL FUND

BUDGET AMENDMENT

FY 23/24

Name of Department: FINANCE/END OF YEAR AMENDMENTS/SPECIAL ALCOHOL AND DRUG

Agency Head Signature:

Date Prepare / Submitted to Admin: June 12, 2024 Date Received in Admin:

Table with columns: Budget Code, Fund, Dept, Category, EXPENDITURES Classification, Requested Increase or (Decrease). Row 1: 14, 4311, 512200, SALARIES AND WAGES - OVERTIME, \$4,000. Total Net Expense: \$4,000.

Table with columns: Budget Code, Fund, Dept, Category, REVENUES Classification, Requested Increase or (Decrease). Row 1: 14, 3431, 432002, CONTROLLED SUBSTANCE TAX, \$4,000. Total Net Expense: \$4,000.

XXX This budget revision has been approved by the Board of Columbus County Commissioners on: 6-17-24

Signature: Ricky Bullard Date: 6-17-24

Explanation of Increase or Decrease: INCREASE BUDGET FOR SHERIFF SPECIAL ALCOHOL AND DRUG FUND FOR PAYMENTS RECEIVED

BUDGET AMENDMENT

FY 23/24

Name of Department: FINANCE/TRANSPORTATION

Agency Head Signature:

Date Prepare / Submitted to Admin: June 13, 2024 Date Received in Admin:

Table with columns: Budget Code, Fund, Dept, Category, EXPENDITURES Classification, Requested Increase or (Decrease). Rows: 68, 9600, 580051, RURAL GEN PUBLIC - DOT GRANT, \$9,000; 68, 9600, 580066, DSS WORK 1ST/EMPL TRANSPORTATION, \$9,000; 68, 9600, 580070, CCT EDTAP, \$15,000. Total Net Expense: \$33,000.

Table with columns: Budget Code, Fund, Dept, Category, REVENUES Classification, Requested Increase or (Decrease). Row 1: 68, 3452, 498020, TRANSFER FROM RESERVE, \$33,000. Total Net Expense: \$33,000.

XXX This budget revision has been approved by the Board of Columbus County Commissioners on: 6-17-24

Signature: Ricky Bullard Date: 6-17-24

Explanation of Increase or Decrease: INCREASING FUND BALANCE FOR TRANSPORTATION COST TO CITIZENS THAT STATE FUNDING HAS BEEN EXHAUSTED

BUDGET AMENDMENT

FY 23/24

Name of Department: FINANCE/HEALTH DEPT/WIC PROGRAM

Agency Head Signature:

Date Prepare / Submitted to Admin: June 12, 2024 Date Received in Admin:

Table with columns: Budget Code, Fund, Dept, Category, EXPENDITURES Classification, Requested Increase or (Decrease). Row 1: 10, 5170, 519150, PEER COUNSELOR BREASTFEED, (\$26,754). Total Net Expense: (\$26,754).

Table with columns: Budget Code, Fund, Dept, Category, REVENUES Classification, Requested Increase or (Decrease). Row 1: 10, 3510, 430055, WIC, (\$26,754). Total Net Expense: (\$26,754).

XXX This budget revision has been approved by the Board of Columbus County Commissioners on: 6-17-24

Signature: Ricky Bullard Date: 6-17-24

Explanation of Increase or Decrease: REVERSING BUDGET AMENDMENT FROM EARLIER IN THE YEAR. DURING YEAR END ACCOUNT REVIEW, REALIZED THE ADDITIONAL FUNDING WAS DUPLICATED.



BUDGET AMENDMENT FY 23/24

Name of Department: FINANCE/END OF YEAR/ REGISTER OF DEEDS

Agency Head Signature:

Date Prepare / Submitted to Admin: June 7, 2024 Date Received in Admin:

Table with columns: Budget Code, Fund, Dept, Category, EXPENDITURES Classification, Requested Increase or (Decrease). Rows include NC VITAL RECORDS FEE, NC STATE GENERAL FUND, DOMESTIC VIOLENCE/CHRLDRENS TRUST, CONVEYANCE TAX - NCDORF REV. Total Net Expense: \$107,250.

Table with columns: Budget Code, Fund, Dept, Category, REVENUES Classification, Requested Increase or (Decrease). Rows include NC STATE GENERAL FUND, REGISTER OF DEEDS' FEES, EXCISE TAX, MARRIAGE LICENSE, NC VITALS RECORDS FEE, AUTOMATION PRESERVATION FUND, MISCELLANEOUS REVENUES, CURRENT YEAR TAXES. Total Net Revenue: \$107,250.

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

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

XXX This budget revision has been approved by the Board of Columbus County Commissioners on: 6-17-24

Signature: Ricky Bullard Date: 6-17-24

Explanation of Increase or Decrease: ADJUST REVENUES TO COVER STATE SHARE OF TRANSACTIONS

BUDGET AMENDMENT FY 23/24

Name of Department: FINANCE/END OF YEAR AMENDMENTS/ANIMAL PROTECTIVE SERVICES

Agency Head Signature:

Date Prepare / Submitted to Admin: June 10, 2024 Date Received in Admin:

Table with columns: Budget Code, Fund, Dept, Category, EXPENDITURES Classification, Requested Increase or (Decrease). Row: M & R BLDG/GROUNDS (\$5,000). Total Net Expense: (\$5,000).

Table with columns: Budget Code, Fund, Dept, Category, REVENUES Classification, Requested Increase or (Decrease). Rows: ANIMAL CONTROL FINES/FEES (\$400), DONATIONS FOR ANIMAL CONTROL (\$4,600). Total Net Revenue: (\$5,000).

XXX This budget revision has been approved by the Board of Columbus County Commissioners on: 6-17-24

Signature: Ricky Bullard Date: 6-17-24

Explanation of Increase or Decrease: ADJUST EXPENSES AND REVENUES FOR ANIMAL PROTECTIVE SERVICES

BUDGET AMENDMENT FY 23/24

Name of Department: FINANCE/END OF YEAR AMENDMENTS/SHERIFF

Agency Head Signature:

Date Prepare / Submitted to Admin: June 10, 2024 Date Received in Admin:

Table with columns: Budget Code, Fund, Dept, Category, EXPENDITURES Classification, Requested Increase or (Decrease). Row: SALARIES & WAGES REGULAR (\$18,759). Total Net Expense: \$18,759.

Table with columns: Budget Code, Fund, Dept, Category, REVENUES Classification, Requested Increase or (Decrease). Row: GOVERNERS HIGHWAY GRANT - SHERIFF DEPT (\$18,759). Total Net Revenue: \$18,759.

XXX This budget revision has been approved by the Board of Columbus County Commissioners on: 6-17-24

Signature: Ricky Bullard Date: 6-17-24

Explanation of Increase or Decrease: RECORD ADDITIONAL GHSP FUNDING TOWARDS PAYROLL

BUDGET AMENDMENT FY 23/24

Name of Department: FINANCE/END OF YEAR AMENDMENTS FOR ECONOMIC AND PHYSICAL DEV DEPARTMENTS

Agency Head Signature:

Date Prepare / Submitted to Admin: June 10, 2024 Date Received in Admin:

Table with columns: Budget Code, Fund, Dept, Category, EXPENDITURES Classification, Requested Increase or (Decrease). Rows include AVIATION FUEL PURCHASES, SALARIES & WAGES REGULAR, SALARIES & WAGES - COLA, FICA, RETIREMENT CONTRIBUTION, INSURANCE CONTRIBUTION, OTHER PROFESSIONAL SERVICES, EC DEVI/INCENTIVES/GRANTS, CONTRACTS, SALARIES & WAGES - COLA, SOIL CONSERV, TRANSFER TO COOPERATIVE EXTENSION PROJECTS. Total Net Expense: (\$114,479).

Table with columns: Budget Code, Fund, Dept, Category, REVENUES Classification, Requested Increase or (Decrease). Rows include AVIATION FUEL SALES, REIMBURSEMENT FROM MUNICIPALITIES, PLANNING FEES, GOLDEN LEAF GRANT, MISCELLANEOUS, CURRENT YEAR TAXES. Total Net Revenue: (\$114,479).

XXX This budget revision has been approved by the Board of Columbus County Commissioners on: 6-17-24

Signature: Ricky Bullard Date: 6-17-24

Explanation of Increase or Decrease: ADJUST REVENUES AND EXPENSES FOR THE DEPARTMENTS IN THE ECONOMIC AND PHYSICAL DEVELOPMENT FUNCTION

**BUDGET AMENDMENT** FY 23/24

Name of Department: FINANCE/END OF YEAR AMENDMENTS/CULTURAL & RECREATIONAL DEPTS

Agency Head Signature: \_\_\_\_\_

Date Prepare / Submitted to Admin: June 10, 2024 Date Received in Admin: \_\_\_\_\_

| Budget Code              |      |          | EXPENDITURES               | Requested              |
|--------------------------|------|----------|----------------------------|------------------------|
| Fund                     | Dept | Category | Classification             | Increase or (Decrease) |
| 10                       | 6110 | 512100   | SALARIES & WAGES REGULAR   | (\$50,000) LIBRARY     |
| 10                       | 6110 | 512107   | SALARIES & WAGES - COLA    | (\$45,656) LIBRARY     |
| 10                       | 6110 | 518300   | INSURANCE CONTRIBUTION     | (\$17,000) LIBRARY     |
| 10                       | 6120 | 512100   | SALARIES & WAGES REGULAR   | (\$24,000) RECREATION  |
| 10                       | 6120 | 512107   | SALARIES & WAGES - COLA    | (\$14,826) RECREATION  |
| 10                       | 6120 | 512700   | SALARIES/WAGES - LONGEVITY | (\$2,500) RECREATION   |
| 10                       | 6120 | 518100   | FICA                       | (\$2,000) RECREATION   |
| 10                       | 6120 | 518200   | RETIREMENT                 | (\$3,000) RECREATION   |
| 10                       | 6120 | 518200   | INSURANCE CONTRIBUTION     | (\$10,000) RECREATION  |
| <b>Total Net Expense</b> |      |          |                            | <b>(\$168,982)</b>     |

| Budget Code              |      |          | REVENUES                         | Requested              |
|--------------------------|------|----------|----------------------------------|------------------------|
| Fund                     | Dept | Category | Classification                   | Increase or (Decrease) |
| 10                       | 3611 | 430115   | NC CULTURAL RES - ST AID LIBRARY | \$2,200 LIBRARY        |
| 10                       | 3611 | 431115   | NON-RECURRING AID                | (\$64,552) LIBRARY     |
| 10                       | 3611 | 489000   | MISC REVENUE - LIBRARY           | (\$8,600) LIBRARY      |
| 10                       | 3100 | 411100   | CURRENT YEAR TAXES               | (\$98,030)             |
| <b>Total Net Revenue</b> |      |          |                                  | <b>(\$168,982)</b>     |

XXX This budget revision has been approved by the Board of Columbus County Commissioners on: 6-17-24

Ricky Bullard 6-17-24  
Signature Date

Explanation of Increase or Decrease:  
ADJUST REVENUES AND EXPENSES FOR THE DEPARTMENTS IN THE CULTURAL & RECREATIONAL FUNCTION

**Agenda Item #25: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS: STAFF is REQUESTING APPOINTMENTS, REAPPOINTMENTS or REPLACEMENTS to the FOLLOWING BOARDS, COMMITTEES AND COUNCILS.**

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

- |                                   |                               |
|-----------------------------------|-------------------------------|
| <b>Zone I:</b> Barbara Feathersen | <b>Zone V:</b> Brent Watts    |
| <b>Zone II:</b> Chris Smith       | <b>Zone VI:</b> Ricky Bullard |
| <b>Zone III:</b> Giles E. Byrd    | <b>Zone VII:</b> Scott Floyd  |
| <b>Zone IV:</b> Lavern Coleman    |                               |

| COMMITTEE            | ZONE/EB | PERSON(S)                | EXP. DATE  | BOARD ACTION                           |
|----------------------|---------|--------------------------|------------|--|
| Board of Adjustments | III     | Jerry Freeman            | 09/30/2023 | REAPPOINTED                            |
| Board of Adjustments | V       | Warren Miller (resigned) | 09/30/2024 | Winslow Phipps<br>Previously Appointed |

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

**MOTION:**

At 7:10 P.M. a Motion was made by Commissioner Watts and second by Commissioner Coleman to recess regular session and enter into Columbus County Water and Sewer Districts I, II, III, IV and V.

**Agenda Item #26: WATER and SEWER DISTRICTS I, II, III, IV and V – COMBINATION MINUTES:**

- a. May 20th, 2024 Combination Minutes
- b. June 3rd, 2024 Combination Minutes

**MOTION:**

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



**Agenda Item #27: WATER and SEWER DISTRICTS I, II, III, IV and V – APPROVAL of the COMBINED DISTRICTS’ ANNUAL CAPITAL IMPROVEMENT PLAN:**

Public Utilities Director Harold Nobles requested approval of the Annual Capital Improvement Plan for all water districts.

**MOTION:**

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

| CAPITAL IMPROVEMENT PLAN FY 2023-2034                    |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                     |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---------------------|
| EXPENDITURES   |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                     |
| Project Name   | Total Cost<br>FY 2024-25 | Total Cost<br>FY 2025-26 | Total Cost<br>FY 2026-27 | Total Cost<br>FY 2027-28 | Total Cost<br>FY 2028-29 | Total Cost<br>FY 2029-30 | Total Cost<br>FY 2030-31 | Total Cost<br>FY 2031-32 | Total Cost<br>FY 2032-33 | Total Cost<br>FY 2033-34 | Total Cost<br>FY 2034-35 | Totals<br>2024-2035 |
| WD I - Well Development - SC                             | \$896,650                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$896,650           |
| WD I - Booster Pump Station                              | \$750,000                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$750,000           |
| WD II - Planning Grant                                   | \$400,000                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$400,000           |
| WD III - AIA System Assessment                           | \$150,000                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$150,000           |
| WD IV - AIA System Assessment                            | \$150,000                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$150,000           |
| WD IV - AMR Project                                      | \$827,145                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$827,145           |
| WD IV - Water Improvements (Lakeland Village)            | \$772,198                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$772,198           |
| WD IV - Water Extension Project                          | \$6,765,928              | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$6,765,928         |
| WD IV - Water Improvements (Riegelwood Subdivision)      | \$0                      | \$2,368,559              | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$2,368,559         |
| WD IV - Well for Eastern End                             | \$0                      | \$775,000                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$775,000           |
| WD IV - Sewer Force Main Project Down 74/76              | \$0                      | \$930,363                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$930,363           |
| WD V - Carolina Bluff Project                            | \$600,000                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$600,000           |
| WD I, II, III, IV, V - Meter Project                     | \$0                      | \$40,000                 | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$40,000            |
| WD I, II, III, IV, V - Test Wells                        | \$0                      | \$3,100,000              | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$3,100,000         |
| WD I, II, III, IV, V - SCADA                             | \$0                      | \$125,000                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$125,000           |
| Phase I - Marlowe Road Extension & Well                  | \$1,700,710              | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$1,700,710         |
| Phase II - Booster Stations & Well                       | \$0                      | \$0                      | \$2,934,803              | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$2,934,803         |
| Phase III - Ramsey Ford and Lebanon Church Ext & Well    | \$0                      | \$0                      | \$0                      | \$8,408,239              | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$8,408,239         |
| Phase IV - 12-inch Extension on Lebanon Church           | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$5,373,602              | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$5,373,602         |
| Phase V - 12-inch Ext. on Gore Traller, Well & Tank      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$5,392,529              | \$0                      | \$0                      | \$0                      | \$0                      | \$5,392,529         |
| Phase VI - 12-inch Ext. on Antioch Church & Booster      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$2,807,366              | \$0                      | \$0                      | \$0                      | \$2,807,366         |
| Phase VII - Dothan Road Ext. and 1.0 MG Tank             | \$750,000                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$9,856,185              | \$0                      | \$10,606,185        |
| WD I, II, III, IV, V - Well Rehabilitation Project       | \$0                      | \$0                      | \$0                      | \$0                      | \$100,000                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$100,000           |
| WD I, V - Wells (3)                                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$3,000,000              | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$3,000,000         |
| WD II, III - Connection of Loops                         | \$0                      | \$0                      | \$0                      | \$0                      | \$500,000                | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$500,000           |
| WD I, V - Booster Pump Station/GW Storage System         | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$2,000,000              | \$0                      | \$0                      | \$0                      | \$0                      | \$2,000,000         |
| WD IV - Lakeland Well 3 Water System Improvements        | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$2,000,000              | \$0                      | \$0                      | \$2,000,000         |
| WD II - Metered Vaults for Municipality Interconnections | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$250,000                | \$0                      | \$0                      | \$0                      | \$250,000           |
| WD II - Wells (2)  | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$0                      | \$2,000,000              | \$0                      | \$2,000,000         |
| <b>Totals</b>  | <b>\$13,762,631</b>      | <b>\$7,338,922</b>       | <b>\$2,934,803</b>       | <b>\$8,408,239</b>       | <b>\$600,000</b>         | <b>\$8,373,602</b>       | <b>\$7,392,529</b>       | <b>\$3,057,366</b>       | <b>\$2,000,000</b>       | <b>\$9,856,185</b>       | <b>\$2,000,000</b>       | <b>\$65,724,277</b> |

**Agenda Item #28: WATER and SEWER DISTRICTS I, II, III, IV and V – APPROVAL of the COMBINED DISTRICTS’ CUSTOMER SERVICE POLICY AMENDMENT to INCLUDE CREDIT CARD FEE SCHEDULE:**

Public Utilities Director Harold Nobles requested approval of the combined water districts Customer Service Policy amendment to include a flat rate of \$3.95 that will be charged per debit/credit card transaction to the customer for water bills that are below \$80. A total of 3.95% will be charged per debit/credit card transaction to the customer for water bills that are above \$80.00.

**MOTION:**

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

**COLUMBUS COUNTY  
CUSTOMER SERVICE POLICY  
COLUMBUS COUNTY COLLECTION CENTER**

**A. SERVICE APPLICATION**

Residential Accounts Columbus County requires a completed Application for Service (attached), signature and deposit to start water service. With the application, we will need a copy of your Driver’s License or state issued ID, payment of \$50.00 for property owner and \$100.00 for renter’s deposit, and copy of lease/purchase agreement or form entitled Property Owner/Landlord Transfer of Responsibility for Account Charges. Also, please fill out the part on the application that indicates whether you are owner of the house or renter. You will need to speak with one of our customer service representatives to obtain the deposit amount required with your application. Our customer service representatives are available via telephone from 8:30 a.m. to 5:00 p.m., Monday through Friday, at 910-642-5257.

Same day service for existing customers can be done as long you stop by our office prior to 2:00 PM, Monday through Friday. Otherwise, the service may be provided the following business day.

If the owner/resident has a meter (County owned equipment) located inside a locked fence/gate the owner/resident must provide a key to the Public Utilities Department for entry. The owner/resident is required to ensure the work area around the meter/water line is safe for workers to perform their duties and shall not block or impede access to the meter/water line. If the meter/water line is inaccessible to workers in the Public Utilities Department, services may be discontinued.

**The security deposit is non-transferable and shall be non-interest bearing.**

The deposit will be applied to the final bill when the account is closed. Customers who have multiple accounts (apartment complexes, etc.) are required to maintain a deposit equal to the deposit outlined in the adopted budget. Customers who have multiple accounts and are renting the property are required to pay an additional security deposit.

If the customer disconnects one account to relocate to another account within the County, the security deposit will be transferred to the new account when all previous balances at the former account are paid in full. Otherwise, the customer will be required to pay an additional security deposit on the new account. If the customer relocates without notification to the Public Utilities staff, leaving a balance on their account, then the balance on the previous account can / will be transferred to the current account and will be required to pay in full at the time of the new account being established.

The customer shall receive a final bill reflecting the total amount owed to Columbus County for said account.

Upon notification of the death of the customer/account holder, services will be disconnected within ten (10) days of the date of said notice. If a family member (next of kin) or the Personal Representative of the customer/account holder's estate provides a death certificate along with one of the following: Letters Testamentary, Letters of Administration, Affidavit of Collection, or (if no estate has been opened), a letter from the family member stating that the letter-writer is an heir of the estate and is authorized to transfer water service into his/her name, then the account can be reopened in his/her name by following all requirements of the "Residential Service" policy mentioned above. Deceased customer's security deposit or credit balance is refunded to their estate through the Clerk of Court.

**Commercial/ Industrial / Institutional Accounts** Columbus County requires a completed Application for Service (application), signature, security deposit and a copy of the rental agreement (if applicable) to start water service. Application for Service for all commercial, industrial, and institutional accounts must also be approved by the Planning Department.

**The security deposit is non-transferable and shall be non-interest bearing.**

Upon notification of the death of the owner/representative, services will be disconnected within ten (10) days of the date of said notice. If a corporate member (next of kin) or the Personal Representative of the customer/account holder's estate provides a death certificate along with one of the following: Letters Testamentary, Letters of Administration, Affidavit of Collection, or (if no estate has been opened), a letter from the family member stating that the letter-writer is an heir of the estate and is authorized to transfer water service into his/her name, then the account can be reopened in his/her name by following all requirements of the policy for the "Application for Service" for commercial, industrial, and institutional accounts. Deceased customer's security deposit or credit balance is refunded to their estate through the Clerk of Court.

**B. ACCOUNT BILLING**

Columbus County shall ensure that all customer's meters are read in a manner which provides the County with the most efficient use for personnel. Each customer shall be billed for water usage during a specified billing period, along with all other applicable fees and charges.

**1. UTILITY PAYMENT SCHEDULE REVISED**

In order to serve customers better and to have a clearer payment schedule, Columbus County is updating its Utility Payment Schedule/Policy. The changes are as follows:

- The billing date for Columbus County's utility bill will be mailed by the 8th of each month following the billing month(s). The customer understands and agrees that the County shall not be liable for the delivery of the mail through the United States Postal Service (USPS). If the customer does not receive his or her bill within a reasonable period of time it shall be the responsibility of the customer to contact the Columbus County Collection Center to acquire a current account balance due to Columbus County, at which time the customer shall make payment in full.
- Bills will now be due upon receipt. If payment is not received by the beginning of business (8:30 a.m.) on the 6<sup>th</sup> of the following month, a \$35.00 late fee penalty will be applied to the affected account on the 6<sup>th</sup> (at the beginning of the business day 8:30 a.m.) of the month.

- If payment for the month that had a late fee applied is not received along with the late fee by the close of business (5 p.m.) on the 20<sup>th</sup> of the following month, a cut-off order shall be issued on the 21st (at the start of business 8:30 a.m.) to the Public Utilities Department for the termination of service.
- A delinquent fee shall be charged on the day of cut off for any account in arrears. The delinquent fee is based on the Rate Fee Schedule that is in effect at the time of cut off.
- Once a customer's account is placed on the cut-off list, the past due amount including any other fees along with current balance must be paid in full before service is restored.

Columbus County is making these changes to better serve its customers and to make the late fee/utility cut-off policies and procedures more clear. If anyone has any questions about this matter, please call the Columbus County Collection Center at 910-642-5257.

## 2. WATER CONNECTIONS:

Connections to the County water system may be authorized by the Columbus County Collection Center with payment of proper fees (deposits, late fees, reconnect fees etc.,). All transactions that occur prior to 2:00 PM will be handled the same business day. Transactions that occur after 2:00 PM will be handled the next business day.

New water connections requiring a tap will be handled after completion of an Application for Service and payment of all fees and deposits. Service is usually provided within 10 to 15 business days, weather permitting, after the customer request.

If water connections for a customer crosses other property lines, it is the responsibility of the customer to secure all easements and other legal documents at their expense to permit the connection to occur.

If more than one heir is identified for a property that is requesting a water connection, all identified heirs are required to provide notarized permission to allow one of the heirs to request connection to the water system.

By requesting water service and payment of a connection fee, the recipient of water service hereby understands and agrees to pay the minimum monthly water bill whether connected to the system or not and using water after such is made available to the dwelling for a minimum of five (5) years.

If a customer requests to be disconnected from the Columbus County Public Water Supply System and the service materials have already been installed on the property, the customer will not be disconnected until they have paid the base rate fee for a minimum of five (5) years. If after five (5) years the customer requests disconnection, they will be required to pay a \$250 fee prior to Public Utilities performing the disconnection and removing the service from the property. If the base rate has been paid for a total of twenty (20) or more years, the service may remain on the property if a written request is provided by the customer and approval has been given by the Columbus County Public Utilities Director. If approved has been given by the Columbus County Public Utilities Director, the customer may disconnect from the water system and will not be responsible for paying the \$250 disconnection fee. Disconnections will be evaluated on a case by case basis by the Columbus County Public Utilities Department.

The County agrees to deliver water to the meter(s) that is servicing the customer's premises at a minimum pressure of twenty (20) pounds per square inch (psi), but shall not be held liable or responsible for any damage in or on the customer's property resulting from system pressures greater than twenty (20) psi.

The Property Owner, Customer, and/or Renter agrees that no other present or future source of water shall be connected to any water lines served by the County's public water supply system. The Property Owner, Customer, and/or Renter shall disconnect from any present water supply prior to connection to and switching to the County's system and shall eliminate any present or future cross-connection in the customer's system. Any Property Owner, Customer, and/or Renter found to be in noncompliance with these Rules and Regulations may have water service(s) terminated, if deemed necessary by the County, until which time the cross-connection(s) is eliminated.

## 3. EQUIPMENT DAMAGES:

When the water service tap installation fees have been paid, the Public Utilities Department is responsible for installing the meter box, lid, meter, battery pack, cable, adaptor clip, antenna, locking nut, insulated sleeve, and setter to provide water services to the Property.

The Customer shall reasonably guarantee proper protection for all property owned and controlled by the Public Utilities Department, and placed on the Customer's premises by the Public Utilities Department or any predecessor in interest to the Public Utilities Department and shall permit access to it only by authorized representatives of the Public Utilities Department.



In the event that any loss or damage to such property or any accident or injury to persons or property is caused by or results from negligence or wrongful act of the customer, his agents, or employees, the cost of the necessary repairs or replacements shall be paid by the Customer to the Public Utilities Department and any liability otherwise resulting shall be assumed by the Customer.

The Customer has the right to dispute the equipment damage fee. The Customer is required to contact the Columbus County Collection Center (306 South Madison Street in Whiteville at 910-642-5257) to discuss their concerns. The Columbus County Collection Center will submit the customer's concerns to the Public Utilities Director and/or Assistant Public Utilities Director for review and determination. If approved by the Public Utilities Director and/or Assistant Public Utilities Director, the Customer may be granted a one-time equipment damage waiver and will be exempted, in that singular instance, from any financial responsibility for any damages incurred from neglect, misuse, abuse, or any other intentional act made to the water tap equipment. The Customer will be required to sign a document confirming the waiver, prior to any release of charges, with the understanding that if any future damages are incurred, the customer will be responsible for any and all damaged equipment and all charges associated with the damaged equipment will be automatically billed to the customer's utility account.

#### 4. TAMPERING WITH METERS AND CUTOFFS:

No person, except a duly authorized employee of the Public Utilities Department, shall turn the cutoff installed in each meter box nor shall any person construct or have constructed any bypass around any meter except as may be installed and sealed by the Public Utilities Department. The fact that water is cut on to any premises by an occupant thereof without the prior knowledge of either the Public Utilities Department or the owner shall not relieve such premises of liability for such unauthorized use of water. The Public Utilities Department may, in addition to prosecution by law, permanently refuse service to any customer who tampers with a meter or other measuring device.

Any person violating any of the provisions of meter tampering shall be guilty of a Class I Misdemeanor and upon conviction thereof shall be fined not more than five hundred dollars (\$500.00) or imprisoned not longer than two years, or both fined and imprisoned not longer than two years, or both fined and imprisoned, in the discretion of the court. See Section 14-151.1 (c) of the North Carolina General Statute.

If the seal is broken on any locked meter and water is used, the following types of fees will be applied to the customer's water service account and must be paid in full before any reconnections are made to the water system:

- Locking Device Replacement Fee
- Damaged Equipment Fee
- Component Replacement Fee
- Meter Replacement Fee

All fees for the Locking Device Replacement, Damaged Equipment, Component Replacement, and Meter Replacement are recorded in the Rates & Fees Schedule for the Public Utilities Department and are updated annually during the budget process.

#### 5. PROCESSING FEES:

North Carolina General Statute (§ 159-32.1. **Electronic payment**) allows local government to charge and/or pass on charges from vendors that are labeled as "processing fees." Processing fees are charges per transaction by the Merchant Card Processing Company for processing debit/credit card payments. Columbus County will no longer absorb the fees for the convenience of citizens paying with a debit/credit card via any platform available (i.e. Online Bill Pay (web); IVR (phone); or Onsite (Columbus County Collection Center). Columbus County will pass along to the customer all merchant fees associated with processing debit/credit card payments. A flat rate of \$3.95 will be charged per debit/credit card transaction to the customer for water bills that are below \$80. A total of 3.95% will be charged per debit/credit card transaction to the customer for water bills that are above \$80.00.

#### 6. FEES, PENALTIES, CHARGES:

All fees, penalties, and charges shall be listed as part of the rate schedule and shall be set from time to time by the Columbus County Board of Commissioners as deemed necessary.

#### 7. EXTENSIONS:

An extension of payment due date may be given to those customers determined to be in "**good fiscal standing**" with the Public Utilities Department. A customer in "**good fiscal standing**" shall be defined as any customer with no prior extensions, no returned check(s), and no service terminations for non-

payment during the previous twelve (12) consecutive month period or since becoming a customer with Columbus County, whichever is less. The amount extended shall be paid in full on or before the 1<sup>st</sup> day of the following month or by an agreement with the Finance Director or his designee.

**8. PAYMENT ARRANGEMENTS:**

Payment arrangements may be available to residential utility customers when billing exceeds more than double the highest billing within a twelve (12) month period. Financing of exceedingly high bills shall be 0% interest, with a down payment of 25% of balance requiring financing, and not to exceed a term of more than 6 months.

Financed amounts will be billed monthly in addition to each months current billing. Financed amounts and current bill must be paid each month prior to due date to avoid any late payment or delinquent fees being assessed on the account. In order to qualify for financing/payment arrangements, the customer's account must be in good standing and shall not have been cut off for non-payment within the preceding twelve (12) month period.

**9. AUTHORIZATION OF EXTENSION OR PAYMENT ARRANGEMENT:**

The Finance Officer, or their designee, shall have the authority to approve extensions or financing of payment arrangements.

**C. ACCOUNT BALANCE:**

In the event a customer disconnects his or her service or the Public Utilities Department disconnects the service, for any reason, the account balance due for water usage, late penalties, and all other applicable fees are the sole responsibility of that customer. The Finance Department shall review all outstanding debt owed to the County for water services provided. Each month, the Finance Department shall make the following attempts to collect outstanding debt:

1. The Columbus County Collection Center shall send to the customer a monthly bill. Customer is to make payment in full by the 5<sup>TH</sup> of each month. If no response; then,
2. The Department shall transfer the security deposit to the customer's account, if any outstanding balance still remains; then,
3. The Department shall send notification to Debt Set-Off; a program with the North Carolina Treasurer's Department, for payment to collect from IRS for any tax refunds or lottery winnings that customer may receive which will go toward the utility bill.
4. The Department shall notify other utility operation systems throughout the State of North Carolina of this customer's indebtedness to the County.
5. All customers that have been disconnected with outstanding account balances shall **NOT** be reconnected until all indebtedness is paid in full to the County.
6. The late fee and/or delinquent fee may be waived if the customer's account has never been assessed any penalties during the life of the account. Thereafter, a late fee and/or delinquent fee may be waived once only if the customer signs up for Automatic Clearing House (ACH Draft).

**RELEASES OF UNCOLLECTED UTILITY BILLS:**

All utility bills are to be presented to Columbus County Board of Commissioners for release consideration after they are three (3) months old and all possible collection methods have been exhausted. If the customer attempts to reinstate a utility account after the outstanding bill is released, the outstanding amount must be paid in full prior to any new services being activated.

**D. ADJUSTMENTS:**

**1. DEFINITIONS**

**The Customer side** shall be defined as that side of the meter (house side) where the customer connects to the meter provided by the County and beyond.

**The County's side** shall be defined as that side of the meter, including the meter, where the County service line (highway side) connects to the meter and back to the main.

A water bill adjustment will not be provided when the following criteria are met:

- a. Leaks from exposed piping will not be considered for a leak adjustment.
- b. All metered water loss due to negligence on the part of the user will be charged at the normal rate, and no adjustment of the bill shall be made.

A water bill adjustment will be provided when the following criteria are met:

- a. All water line repairs on the customer's side have been completed.
- b. Evidence of repairs such as plumbing bills and/or a statement from the plumber or customer that the leak repairs have been completed.

- c. Adjustments can be given for leaks on amounts exceeding the average bill based on a calculation of the preceding twelve (12) months if the adjustment exceeds \$50.00.
- d. Only one adjustment shall be made in a twelve (12) month period. If the leak is reflected on two consecutive water bills, adjustments will be made on both bills.
- e. If the customer receives an excessive water bill and the cause is a defect in a water meter, the water bill shall be the average for the previous twelve (12) months. Defects will be confirmed by staff with the Public Utilities Department.

### **2. LEAKS ON CUSTOMER'S SIDE OF METER:**

In the event that a leak occurred on the customer's side of the meter, customer is to make the repair(s) within (15) fifteen days of the leak. Customer shall obtain a Leak Repair Statement (obtained from the Columbus County Collection Center), explain the repairs and sign it that the leak repairs have been made. The customer's account will be adjusted to the average monthly minimum usage of the past twelve (12) months. Any leak repair(s) that are not completed within the (15) fifteen day period will forfeit the leak adjustment. All leak adjustments must be approved and signed by the Finance Director or his designee.

### **3. REPAYMENT:**

Repayment of this extraordinary balance can be paid in full or the amount due may be paid in installments, so long as it is approved by the Finance Director or his designee. The period of time allowed for the repayment of this extraordinary balance shall not exceed three (3) consecutive billing periods.

### **E. DAMAGE LIABILITY:**

The County shall not be liable for damage of any kind resulting from water or the use of water on the customer's property, unless damage results directly from negligence on behalf of the County. The County shall not be responsible for damages done by or resulting from any defect in the piping, fixtures, appliances, etc. on the customer's property.

The County shall not be responsible for negligence of third parties or forces beyond the control of the County resulting in any interruption of service. Otherwise, under normal conditions, all potentially affected customers shall be notified in advance of any interruption of service.

Customers who tamper or damage County meters (including all components thereof) and etc., will be reported to appropriate law enforcement and will be charged the appropriate fees as approved by the County Commissioners which will include the actual cost involved to repair/replace the property (see rate fee schedule). All applicable charges will be billed to the customer, along with their monthly water bill, and payment will be due by the due date printed on the bill. If payment is not received by the due date, a cut-off order will be issued during normal business hours to the Public Utilities Department for the termination of service.

Customers who intentionally tamper with the meter a second time or steal water that is County property will have their service removed immediately and be reported to appropriate law enforcement agency for investigation. In order to reconnect to the County water system, they will be responsible for paying for new service at the current rate and pay all outstanding balances.

### **F. SEPARATE WATER CONNECTIONS AND METERS REQUIRED:**

Each building shall have a separate meter, and where practicable, shall have a separate water lateral. In the event that one lateral is used for two (2) dwellings, commercial or industrial buildings, or used to serve two or more meters for the same dwelling, commercial or industrial buildings, a separate cut-off shall be provided for each meter.

However, there shall be an exception to the requirement for separate water meters in the case of groups of mobile homes or apartment developments under single ownership. In the case of said groups of mobile homes or apartment developments of more than ten (10) units, one (1) meter may be used for the entire project unless additional meters are requested by the property owner or deemed necessary by the Public Utilities Department, and the following conditions shall be met:

1. All bills will be rendered to the Owner of the property.
2. The bill will be calculated by a minimum charge for the master meter, which shall be based on the number of units served times the minimum charge per standard  $\frac{3}{4}$  inch meter. The remaining bill shall be based on the total consumption passing through the master meter times the unit commodity charge.
3. Should any portion of the development be sold; the owners shall be responsible for paying whatever additional costs would be involved in bringing the divided development into compliance.
4. Cost of service shall be included in the rent/lease of each unit, and no individual meters shall be allowed.
5. In the case of group mobile homes or apartment developments where ten (10) or fewer units are involved, and where ownership is in one party, the owner may elect to have a single meter used for the

entire project. Where such election is made the owner shall comply with the conditions set forth as 1, 2, 3, and 4 above.

**G. PROFANE, INDECENT, AND THREATING CALL:**

It is against North Carolina General Statute 14-196 to use “*profane*, indecent or threatening language to any persons over the telephone; annoying or harassing by repeated telephoning or making false statement over the telephone.”

If a call of this nature is received, do the following:

1. At the first profane or indecent word, ask the caller to please refrain from that type of language. If the profane or indecent language continues, politely inform the caller that if that type of language does not cease that the call will be terminated.
2. Document the occurrence including the caller’s name, address and telephone number, if known. Report incident to your supervisor, including the above information.
3. If the calls continue, notify your supervisor.

Adopted and effective this the 21<sup>th</sup> day of August, 2023.

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Ricky Bullard, Chairman

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Amanda B. Prince, Attorney

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

**MOTION:**

Vice Chairman Coleman made a motion to adjourn, seconded by Commissioner Featherson. The motion unanimously passed.

**Agenda Item # 29: COMMENTS:**

**A. BOARD OF COMMISSIONERS**

**Commissioner Featherson commented:**

- Thank you Mr. Chairman, As I mentioned earlier I’m on the Board for Columbus County Partnership for Children and we do have a community garden over at the hospital. I would like for everyone to come out sometime and help us or just come out and look at the garden. We are trying to get the young people involved to learn where their food comes from and how to prepared their food in a healthy way.
- The other thing I would like to mention is that schools are out now and I would like to encourage parents and young people alike to please be careful when you’re out on the highways.
- Parents, I can’t tell you how to handle your children, but there are a lot of programs and things going on in the County you can sign them up for. There are two basketball camps that will be held here either this month or July. Columbus County Extension Office has good programs. Southeastern Community College have things, so let’s keep our children busy, so that they don’t be out getting in things that will harm them now and in the future.
- I’d also like to highlight the ribbon cutting ceremony that’s going to be held at Uptown Fair Bluff on Friday, June 21<sup>st</sup>, at 10:00 A.M.
- In addition to that, there will be Juneth Parades on Wednesday one will be held in Whiteville at 4:00 P.M. and one in Chadbourn and I forget that time. If you have time, please come out and share in the fun!

**Commissioner Floyd commented:**

- No Comment

**Commissioner Smith commented:**

- No Comment

**Commissioner Byrd commented:**

- No Comment

**Commissioner Coleman commented:**

- He would like to echo what Ms. Featherson said, the summer just started and we've all had some bad things happen in Columbus County to our children, so please get your children involved in something. Vacation Bible Schools all month long this month and next month. Participate in them and get your children involved in it. Don't let them sit at the house thinking about something to do, put them out and give them something to do. Encourage them to get out.
- Citizens of Columbus County, I appreciate y'all and the employees. Y'all do a fantastic job!

**Commissioner Watts commented:**

- I wasn't going to say anything either until Ms. Barbara brought it up, but at the last meeting you know I started it off with just remember the kids getting out of school like she said. So we had a child that's lost a life in this County and three more recovering, I think we just all need to remember them and remember their families.

**Commissioner Bullard commented:**

- I just want to say thank everybody for what you are doing. It's an honor and a pleasure working with each person and each department.
- I thank everybody for working together trying to make everything as good as we can. It's a lot of pressure dealing with everything, but we are doing it and it's good and I thank each one of you!

**B. COUNTY MANAGER**

**County Manager Eddie Madden commented:**

- As I mentioned a moment ago we're requesting the Board to meet on June 28<sup>th</sup>, which is a Friday the last business day of the month. He asked the Board if 4:00 P.M. was an ok time to meet? If you would rather do it earlier in the day will can do it earlier. After discussion between the Board, they stated they would rather meet earlier. Mr. Madden asked them to pick a time. The Board set 9:00 A.M. to meet.
- He wanted to congratulate Dylan Bowen from the Economic Development Office for successfully receiving a \$590,000 Golden Leaf Grant for a pad ready site in the industrial park. I know the Chairman said last time that now the Dylan has been certified as an Economic Developer he has to perform and he's starting off on a good foot and I wanted to mention that.
- You'll notice the renovations to the courthouse are wrapping up. The contractor time frame has been extended to August 13<sup>th</sup>. We are expecting work to be done sooner than that.
- We will be coordinating a ribbon cutting ceremony with the contractor and the court system sometime later in July or August. We will make that announcement as the contractor completes work and officially turns the project back over or the building over to us.
- Also you will notice DOT has started their pedestrian project there. They have milled the intersection and took up a crosswalk. Their work there will continue for the next few weeks.
- Landscaping will likely occur later this fall whenever we're out of the hot season. Just to avoid any problems there with any installation of plant material.
- Tomorrow you have an event in Delco for the new food HUB at 11:00 A.M. or 11:30 A.M. I think Mr. Randolph Keaton sent all of you an invitation and the information is in your packet about that. If you have any questions let us know.
- Ms. Featherson mentioned the ribbon cutting at Fair Bluff this Friday, at 10:00 A.M. We are looking forward to that.
- Next Monday one week from tonight, The Intergovernmental meeting will be held at 6 P.M. in the Town of Bolton. We'll be sending out information about that as well.
- For those of you that enjoyed Father's Day. A belated Father's Day message to each one of you. I appreciate what you do and for representing your families in this community well. Thank you very much!

**Agenda Item #30: ADJOURNMENT:**

**MOTION:**

At 7:21 P.M., Commissioner Smith made a motion to adjourn; seconded by Commissioner Floyd The motion unanimously passed.

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JANA NEALEY, Clerk to the Board

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RICKY BULLARD, Chairman