

**COUNTY BOARD OF COMMISSIONERS**  
**Monday, September 19, 2022**  
**5:15 P.M.**

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

**COMMISSIONERS PRESENT:**

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

**APPOINTEES PRESENT:**

Eddie Madden, Jr., **County Manager**  
 Boyd Worley, **Board Attorney**  
 Amanda B. Prince, **Staff Attorney**  
 Melanie Hester, **Interim Finance Director**

**COMMISSIONERS ABSENT (EXCUSED):**

Chris Smith  
 Charles T. McDowell

**APPOINTEES ABSENT (EXCUSED):**

LaToya Williams, **Clerk to Board**

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

At 6:00 P.M., Chairman Ricky Bullard called the Monday, September 19, 2022 Columbus County Board of Commissioners Regular Session Meeting to order.

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

At 6:02 P.M., Commissioner Byrd made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S. § 143-318.11(A)(3) Attorney-Client privilege, seconded by Commissioner Coleman. The motion unanimously passed.

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

No official action was taken.

**ADJOURN CLOSED SESSION:**

At 6:24 P.M., Commissioner Byrd made a motion to recess Closed Session, seconded by Commissioner Coleman. The motion unanimously passed.

**READING and APPROVAL of CLOSED SESSION GENERAL ACCOUNT:**

Chairman Bullard requested Boyd Worley, Board Attorney, to orally read the Closed Session General Account. Attorney Worley orally stated the following: "Commissioners discussed possible future litigation with Board Attorney. No official action was taken."

**MOTION:**

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

**RECESS CLOSED SESSION and resume REGULAR SESSION**

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

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

**Agenda Item #5: BOARD MINUTES APPROVAL:**

- A. August 1, 2022 Regular Session
- B. August 29, 2022 Regular Session

**MOTION:**

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

**Agenda Item #6: APPROVAL OF SEPTEMBER 19, 2022 AGENDA & AGENDA ADD-ONS:**

**MOTION:**

Commissioner Byrd made a motion to approve the Agenda with add-ons, seconded by Commissioner Coleman. The motion unanimously passed.

**Agenda Item #7: PUBLIC INPUT:**

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

**Agenda Item #8: EMPLOYEE SPOTLIGHT – PATTI NANCE:**

County Manager Eddie Madden spotlighted Columbus County Health Department Public Health Nurse Director I, Ms. Patti Nance.

**Agenda Item #9: MASTERPLAN and APPROVAL of CAPITAL IMPROVEMENT PROJECT:**

Dr. Chris English, SCC President will present the college’s masterplan and requested approval of a capital improvement project for the construction of a new STEM Building – Automotive Systems Technology.

**NORTH CAROLINA COMMUNITY COLLEGE SYSTEM**

**CAPITAL IMPROVEMENT PROJECT APPROVAL**

**NEW PROJECT**

College	Southeastern Community College		
Project Name	STEM Building - Automotive Systems Tech	NCCCS Project No.	
Campus	1048 Southeastern CC - Main Campus	County	Columbus

**I. TYPE OF PROJECT:**

New Facility	
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**II. DESCRIPTION OF PROJECT:**

*\*For description of a new facility project, please include scope of work, property description (facility location, lease, purchase), description of new structure (location, size (SF) and floors, materials, use of interior spaces), brief description of facility's systems (mechanical, electrical, plumbing, generators), overview of the facilities instructional programming, and any special construction requirements (permitting, abatement, demolition, etc.).*

**Insert project and amendment description here.**

Construction of a new STEM Building - Automotive Systems Technology of approximately 13,500 square feet on the campus at SCC. The new AST building will house a 10,000 sq. foot lab space, 1 faculty office and 2 classroom spaces, as well as additional storage areas. Building will be on the back, currently unoccupied area of campus, with access and utility extensions being included in this project.

- Project to be constructed/renovated on college owned property
- Project to be constructed/renovated on leased property  
Provide the System Office a copy of lease that meets criteria as addressed in Capital Improvement Manual.

This form was prepared by:

Name: Alice Paul

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

Contact Number: 910-788-6299

Date: 9/1/22

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

III. ESTIMATED COST OF PROJECT:

<b>A. PRE-CONSTRUCTION COSTS</b>		
1. Site Grading and Improvements (not in III B) ....	500,000.00	
2. Demolition (not in III B) .....	_____	
<b>Subtotal "A"</b>		<u>500,000.00</u>
<b>B. CONSTRUCTION</b>		
1. Design Fee .....	817,500.00	
2. Construction.....	8,175,000.00	
3. Construction Contingency .....	1,000,000.00	
4. Other Contracts .....	1,807,500.00	
5. Other Fees .....	10,000.00	
<b>Subtotal "B"</b>		<u>11,810,000.00</u>
<b>C. Other Costs</b>		
1. Initial Equipment.....	_____	
2. Work Performed by Owner .....	_____	
<b>Subtotal "C"</b>		<u>0.00</u>
<b>TOTAL ESTIMATED COST OF PROJECT (Sum of III A, B, C)</b>		<u><u>\$12,310,000.00</u></u>

IV. SOURCES OF FUNDS IDENTIFIED FOR THIS PROJECT:

<b>A. NON-STATE FUNDS</b>		
1. County Appropriated	_____	
2. County Bonds	_____	
3. _____	_____	
4. _____	_____	
5. _____	_____	
<b>Subtotal "A"</b>		<u>0.00</u>
<b>B. STATE FUNDS (Handled locally by college - not reimbursed through System Office)</b>		
1. OSBM Administe	12,310,000.00	
2. _____	_____	
3. _____	_____	
<b>Subtotal "B"</b>		<u>12,310,000.00</u>
<b>C. STATE FUNDS (Reimbursed by the System Office)</b>		
1. Budget Code	_____	
2. Budget Code	_____	
3. Budget Code	_____	
4. Budget Code	_____	
<b>Subtotal "C"</b>		<u>0.00</u>
<b>Total Sources of Funds Available (IV A, B, C)</b>		<u><u>12,310,000.00</u></u>
<b>D. UNIDENTIFIED FUNDS</b>		
1. Unidentified Funds (Do not include on the NCCCS 2-16)	_____	
<b>Subtotal "D"</b>		<u>0.00</u>
<b>Total Sources of Funds Including Unidentified</b>		<u><u>\$12,310,000.00</u></u>

V. CERTIFICATION BY THE COLLEGE BOARD OF TRUSTEES

To the State Board of Community Colleges:

We, the Board of Trustees of Southeastern Community College do hereby certify:

1. That the information contained in this application is true and correct to the best of our knowledge and belief, and do hereby request approval from the State Board of Community Colleges for this application and for the utilization of \$0.00 State funds reflected on Page 3, which are appropriated and have been allocated for the use of our college. These funds, along with the non-state funds shown, will be used exclusively for facilities, equipment for those facilities, land, or other permanent improvements described herein and in accordance with the minutes and resolution of the Board of Trustees dated \_\_\_\_\_.

As part of this certification, the Board of Trustees certify that any equipment purchased with the Connect NC Bond Funds must have a useful life of 10+ years.

As part of this certification, the Board of Trustees acknowledge that furniture is not an allowable expense as part of a capital project funded by Connect NC Bond Funds, therefore will not be reimbursed.

2. That the described permanent improvements are necessary for meeting the educational needs of the area served and that this proposed project is in accordance with the rules and regulations adopted by the State Board of Community Colleges.

3. That a fee simple title held by the Board of Trustees to the property upon which the said facilities or improvements are to be made, or that a long-term lease, as described in the North Carolina Community College System Capital Improvement Guide, is held by the Board of Trustees.

4. That in formal sessions with a quorum present, the Board of Trustees authorized this application and further authorized the Chairman and the Chief Administrative Officer of this Board to execute all papers required by the rules and regulations of the State Board of Community Colleges.

\_\_\_\_\_  
Chairman - Board of Trustees

\_\_\_\_\_  
Chief Administrative Officer/President

**VI. CERTIFICATION AS TO AVAILABILITY OF LOCAL SUPPORT AND FUNDS**

Certification 1.

I certify that I have examined this application for the project no: 0  
from Southeastern Community College and if shown, county funds in the  
amount of \$0.00 are available for the planning and construction of this project.

County Manager/Finance Officer Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

(The following certification must be completed for New Facility Projects Only)

Certification 2.

Based on an analysis of the colleges annual operating and utility costs, (as per the NCCCS 3-1 Section VIII) it is estimated that the college will expend an additional \$83,900.00 per year in support of this new construction. I certify that this document has been reviewed, and that the information stated herein will be shared with the proper county officials to seek an appropriate adjustment to the college's budget as the new facility is brought online.

County Manager/Finance Officer Signature \_\_\_\_\_  
Print Name Eddie Madden  
Date \_\_\_\_\_

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**VII. CERTIFICATION OF ATTORNEY AS TO FEE SIMPLE TITLE TO THE PROPERTY**

(Note: Required only for construction on a new site or when federal funds are involved. Not required for long term lease.)

I, \_\_\_\_\_, duly licensed attorney of the State of North Carolina, do hereby certify that I have examined the public records of \_\_\_\_\_ County, North Carolina, from January 1, 1925, to this date concerning title to the property upon which the improvements set out in the foregoing application are proposed to be made, and I find from said examination that a fee simple title free from all claims or encumbrances, is vested in \_\_\_\_\_ by deed recorded in (specify book & page) \_\_\_\_\_ in the Office of the Register of Deeds except as noted below: (Attach a copy of deed)

This, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_  
Signature

**VIII. CERTIFICATION OF LOCAL BUDGET SUPPORT  
ESTIMATED OPERATING/UTILITY ANNUAL COST  
FOR CAPITAL IMPROVEMENT PROJECTS**

Date: 9/1/22 Project Name: STEM Building - Automotive Systems Tech  
College: Southeastern Community College Project Completion Date: \_\_\_\_\_

Additional Cost Identification	1st Year of Operation	2nd Year of Operation	3rd Year of Operation	4th Year of Operation	5th Year of Operation	Average Additional Annual Cost
	FY	FY	FY	FY	FY	
Staffing (Housekeeping & Facility Operator)						
additional annual cost	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Plant Maintenance						
additional annual cost	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Other Operating Cost						
additional annual cost						
Electric	\$14,400	\$14,400	\$14,400	\$14,400	\$14,400	\$14,400
Fuel (Gas, Oil)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Water	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Telecommunications	\$0	\$0	\$0	\$0	\$0	\$0
Total Average Annual Cost (will populate into Section VI of the 3-1)						\$83,900
I certify that the county has reviewed this information as a part of the approval process.						

County Manager/Finance Officer

**NORTH CAROLINA COMMUNITY COLLEGE SYSTEM  
COLLEGE BUDGET: FY 2022-2023**

**REQUIRED BUDGET REQUEST SIGN-OFF**

The attached College Budget has been reviewed and approved on

September \_\_\_\_\_, 20\_\_22 by the Board of Trustees of  
Southeastern Community College

\_\_\_\_\_, Chairman.

The attached College Budget has been reviewed and approved in

the amount of \$ \$2,058,275 on September \_\_\_\_\_, 20\_\_22

by the County Commissioners of Columbus County.

\_\_\_\_\_, Chairman.

*Columbus County*

ADMINISTRATION

TELEPHONE  
910-640-6630



TELEFAX  
910-640-1654

July 8, 2022

Dr. Chris English, President  
Southeastern Community College  
Post Office Drawer 151  
Whiteville, North Carolina 28472

**RE: 2022-2023 Budget Allocation**

Dear Dr. English:

The Columbus County Board of Commissioners met on June 6, 2022 and adopted the 2022-2023 Operating Budget for Columbus County.

The allocation to the Southeastern Community College for the Fiscal Year 2022-2023 for Current Expense is one million, seven hundred seventy-nine thousand, five hundred eighty dollars (\$1,779,580.00). Two hundred seventy-eight thousand, six hundred ninety-five dollars (\$278,695.00) in Article 44 Sales and Use Tax was allocated for capital outlay.

Please provide a copy of your current Annual Financial Audit Report to the Finance Office at 127 West Webster Street, Whiteville, NC 28472, Attention: Jay Leatherman, or electronically by emailing it to [finance@columbusco.org](mailto:finance@columbusco.org). \$2,058,275 ✓

If you should have any questions concerning this allocation, please contact Finance Director Jay Leatherman at 910-640-6611 ext. 222.

Sincerely,

Edwin H. Madden, Jr.  
County Manager

EM/hw

cc: Mr. Jack Hooks, Chairman  
Southeastern Community College Board of Trustees  
217 Fuller Street  
Whiteville, NC 28472

**MOTION:**

Vice Chairman McMillian made a motion to approve the capital improvement project and maintain the new building at a cost of \$83,900 per year, seconded by Commissioner Watts. The motion unanimously passed.

**Agenda Item #10: LEGAL – OFFER to PURCHASE CHADBOURN MIDDLE SCHOOL:**

Amanda Prince, Staff Attorney, presented the cash offer from Ms. Sherri Jefferson, for Mary J. Campbell-Jefferson Family Trust, of thirty-five thousand dollars (\$35,000) for the purchase of Chadbourn Middle School. Ms. Jefferson also requested the removal of the deed restriction.

**MOTION:**

Commissioner Coleman made a motion to reject the cash offer, seconded by Vice Chairman McMillian. The motion unanimously passed.

**Agenda Item #11: OPENING DOORS PRESCHOOL II - EASEMENT:**

Amanda Prince, Staff Attorney, requested Board approval of 15 ft Easement for Opening Doors Preschool.

**THIS INSTRUMENT WAS PREPARED BY WALTER D. PALMER, ATTORNEY  
706 NORTH MADISON STREET, P.O. BOX 749, WHITEVILLE, NORTH CAROLINA 28472**

STATE OF NORTH CAROLINA

**DEED OF EASEMENT  
FOR DRAINAGE PURPOSES**

COUNTY OF COLUMBUS

**THIS DEED OF EASEMENT**, made this the \_\_\_\_ day of **AUGUST, 2022**, by and between the **COLUMBUS COUNTY**, a North Carolina body politic, hereinafter called the party of the first part or "**COLUMBUS**", and **ROBERT A. CREECH and wife, RHONDA R. CREECH**, hereinafter called the party of the second part, or "**CREECH**".

**WITNESSETH:**

**THAT WHEREAS**, the party of the first part, **COLUMBUS** is the owner of land situate in Whiteville Township, Columbus County, North Carolina, recorded in Book 1278, Page 645, Columbus County Registry, and whereas it is desirable that the herein agreement be made and entered into for the purpose of constructing, operating, maintaining, repairing, inspecting, and replacing drainage lines across the lands of the party of the first part, with said being located adjacent to the lands of **CREECH** as recorded in Book 1152, Page 932, Columbus County Registry, to Lee Street in the City of Whiteville, North Carolina, and the party of the first part has agreed to do.

**AND WHEREAS**, the party of the second part has requested the party of the first part to grant and convey to it a right of way and easement for the purpose of constructing, operating, maintaining, repairing, inspecting, and replacing drainage lines across the lands of the party of the first part, to Lee Street in the City of Whiteville, North Carolina, and **COLUMBUS** has agreed to do.

**NOW, THEREFORE**, the parties of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to them in hand paid, receipt of which is hereby acknowledged, do hereby grant unto the said party of the second part, a non-exclusive right of way and easement for the purpose of constructing, operating, maintaining, repairing, inspecting, and replacing drainage lines across the lands of the party of the first part, from Lee Street to the property conveyed to **CREECH** by Deed recorded in Book 1152, Page 932, Columbus County Registry, said right of way and easement being described as follows:

Being a non-exclusive right of way and easement over and upon the following property: **BEGINNING** at an existing iron located in the eastern margin of the right of way of Lee Street in the City of Whiteville, the southwestern corner of the Creech property, this being a common corner with the County of Columbus in Book 1278, Page 645 (Plat Book 11, Page 108, "McCleney Lot"; thence proceed along the common boundary of said property of **CREECH** and **COLUMBUS** North 89 degrees 45 minutes 45 seconds East 91.38 feet to an existing iron pipe; thence North 89 degrees 09 minutes East 210.77 feet to an iron; thence South 2 degrees 06 minutes 15 seconds East 15 feet to a point thence South 89 degrees 09 minutes West 210.77

feet to a point; thence South 89 degrees 45 minutes 45 seconds West 91.38 feet to a point located in the eastern margin of Lee Street; thence North 2 degrees 06 minutes 15 seconds West 15 feet with the eastern margin of Lee Street, the point of beginning of said easement, and being generally a strip of land measuring 15 feet by 302 feet lying uniform in width and adjacent along the southern margin of the CREECH property.

**TO HAVE AND TO HOLD** the right of way and easement herein granted to the party of the first part, and its successors in title forever, it being agreed that the right of way and easement granted and described herein is for the common use of the parties of the first part and the party of the second part, is appurtenant to and runs with the tract of land owned by the parties of this deed of easement agreement. It is further agreed that the party of the second part or its agents and/or assigns shall have the right to clear the right of way and easement area described above and to remove all brush, trees and other obstructions that are that is reasonably necessary to operate, repair and maintain said easement.

**IN TESTIMONY WHEREOF**, the parties of the first part have hereunto set their hands and seals, the day and year first above written.

\_\_\_\_\_  
(SEAL)  
**RICKY BULLARD, CHAIRMAN OF THE  
COLUMBUS COUNTY BOARD OF COMMISSIONERS**

Attest: \_\_\_\_\_  
Latoya Williams, Clerk to the Board of  
Commissioners for Columbus County

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, State of North Carolina, certify that LATOYA WILLIAMS personally appeared before me this day and acknowledged that she is the Clerk to the COLUMBUS COUNTY BOARD OF COMMISSIONERS and that by authority given and as the act of said County, the foregoing instrument was signed in its name by the Chairman of the Board of Commissioners of said County and attested by her as Clerk to said Board of Commissioners.

. Witness my hand and official stamp or seal, this \_\_\_\_ day of AUGUST, 2022.



\_\_\_\_\_  
Notary Public  
(print/type notary name)

(PLACE NOTARY SEAL ABOVE)

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

**MOTION:**

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

**Agenda Item #12: TOWN of CERRO GORDO – APPROVAL of RESOLUTION for CERRO GORDO FUNDING APPLICATIONS:**

Maie Armstrong, Project Manager with WK Dickson & Co., Inc., requested Board approval of the resolution.

**RESOLUTION BY THE BOARD OF COMMISSIONERS OF COLUMBUS COUNTY**

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of stormwater projects, and
- WHEREAS, The **Town of Cerro Gordo** has need for and intends to construct a stormwater project that will also benefit **Columbus County**, and
- WHEREAS, The **Town of Cerro Gordo** intends to request State loan and/or grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF COLUMBUS COUNTY:**  
 That the **Town of Cerro Gordo** will be the **Applicant** for the funding of the project and will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.  
 That Columbus County will partner with the **Applicant** in conducting this mutually beneficial project.  
 Adopted this the XX day of September, 2022 at Columbus County, North Carolina.

\_\_\_\_\_  
(Signature of Chief Executive Officer)

\_\_\_\_\_  
Chief Executive Officer

**MOTION:**

Commissioner Byrd made a motion to approve the resolution for Cerro Gordo, seconded by Commissioner Coleman. The motion unanimously passed.

**Agenda Item #12a: APPROVAL of RESOLUTION for GRANT FUNDING APPLICATION for the TOWN of TABOR CITY:**

Maie Armstrong, Project Manager with WK Dickson & Co., Inc., requested Board approval of the resolution.

**RESOLUTION BY THE BOARD OF COMMISSIONERS OF COLUMBUS COUNTY**

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of stormwater projects, and
- WHEREAS, The **Town of Tabor City** has need for and intends to construct a stormwater project that will also benefit **Columbus County**, and
- WHEREAS, The **Town of Tabor City** intends to request State loan and/or grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF COLUMBUS COUNTY:**  
 That the **Town of Tabor City** will be the **Applicant** for the funding of the project and will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.  
 That Columbus County will partner with the **Applicant** in conducting this mutually beneficial project.  
 Adopted this the XX day of September, 2022 at Columbus County, North Carolina.

\_\_\_\_\_  
(Signature of Chief Executive Officer)

\_\_\_\_\_  
Chief Executive Officer

**MOTION:**

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

**Agenda Item #13: TRANSPORTATION – APPROVAL of APPLICATION for FY23 RURAL OPERATING ASSISTANCE PROGRAM (ROAP) FUNDS:**

Joy Jacobs, Director, requested Board approval.

**CERTIFIED STATEMENT**  
**FY2023**  
**RURAL OPERATING ASSISTANCE PROGRAM**  
 County of Columbus

**WHEREAS**, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;



**WHEREAS**, the county uses the most recent transportation plans (i.e., CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

**WHEREAS**, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

**WHEREAS**, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

**WHEREAS**, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race, or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

**WHEREAS**, the period of performance for these funds will be July 1, 2022 to June 30, 2023 regardless of the date on which ROAP funds are disbursed to the county.

**NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Columbus North Carolina certify that the following statements are true and accurate:**

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county’s sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.
- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2023 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2023 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	<u>78,207</u>	<u>78,207</u>
Employment Transportation Assistance Program (EMPL)	<u>16,247</u>	<u>16,247</u>
Rural General Public Program (RGP)	<u>92,588</u>	<u>92,588</u>
<b>TOTAL</b>	<b><u>187,042</u></b>	<b><u>187,042</u></b>

**WITNESS my hand and county seal, this \_\_\_\_ day of \_\_\_\_, 20\_\_.**

\_\_\_\_\_  
Signature of County Manager/Administrator

\_\_\_\_\_  
Signature of County Finance Officer

\_\_\_\_\_  
Printed Name of County Manager/Administrator

\_\_\_\_\_  
Printed Name of County Finance Officer

State of North Carolina County of



**Application for Transportation Operating Assistance**  
***FY2023 Rural Operating Assistance Program (ROAP) Funds***

<b>Name of Applicant (County)</b>	<b>Columbus County</b>
<b>County Manager</b>	<b>Edwin H Madden Jr</b>
County Manager's Email Address	emadden@columbusco.org
<b>County Finance Officer</b>	<b>Melanie Hester</b>
CFO's Email Address	mhester@columbusco.org
CFO's Phone Number	(910) 640-6612 ext 222
<b>Person Completing this Application</b>	<b>Joy Jacobs</b>
Person's Job Title	Director, Columbus County Transportation
Person's Email Address	joy.jacobs@columbusco.org
Person's Phone Number	910-641-3929
<b>Community Transportation System</b>	<b>Columbus County Transportation</b>
Name of Transit Contact Person	Joy Jacobs
Transit Contact Person's Email Address	joy.jacobs@columbusco.org

Application Completed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I further certify that ROAP funds will only be used for program purposes to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.

Transit Director: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

County Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

County Finance Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

**Application Instructions**

**County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.**

- The application must be completed by an official of the county or his/her designee.

- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Regional Grant Specialist assigned to the area served by the transit system.

**FY2023 ROAP Program Schedule**

**Application Deadline**

**September 30, 2022**

**Anticipated Funds Disbursement**

**Week of October 31, 2022**

**\*Counties with unspent FY22 funds will retain the funds and the disbursement will be adjusted accordingly.**

**\*Monthly reports are due via SmartSheet 45 days following reporting period (i.e., July reporting period, report due September 15<sup>th</sup>)**

**County’s Management of ROAP Funds**

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- **ROAP funds are expended only on eligible activities as described in Appendix A of the ROAP Guidance.**
- **Supporting documentation of expenditures by all sub-recipients is required.**
- Service recipients meet eligibility requirements, and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided on a monthly basis to IMD with supporting documents.
- ROAP funds received and expended are included in the local annual audit.

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs, however, if it is determined that a lump-sum payment can be made to the County, IMD reserves the right to change the method of distributing the funds. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

<b>ARTICLE II Transportation Needs and Public Involvement in Funding Decisions</b>	<b>ARTICLE</b>	<b>ARTICLE III No</b>
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?	<b>X</b>	
B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?	<b>X</b>	
C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	<b>X</b>	
<b>ARTICLE IV Financial Management of ROAP Funds</b>	<b>Yes</b>	<b>No</b>
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?		<b>X</b>
E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? <i>(Include a sample agreement with application)</i>		
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? <i>(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)</i>		<b>X</b>
G. Are ROAP funds deposited in an interest-bearing account?	<b>X</b>	
H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?		<b>X</b>
<b>ARTICLE V Monitoring and Oversight Responsibilities</b>	<b>Yes</b>	<b>No</b>
<ul style="list-style-type: none"> <li>• I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost.</li> <li>•</li> <li>• What form of documentation is collected? <b>The driver manifests are used to record the daily trips. The software system we use generates an operating</b></li> </ul>		

J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?	<b>X</b>	
K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? ( <i>Matching funds for operating assistance or purchase of service only.</i> ) <b>NO</b> 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program		
L. Will any of the subrecipients charge a fare for a ROAP funded trip? <b>YES</b>		
M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP funded trips. What documents are used to determine eligibility? We have them to fill out an application to help us determine what their needs are and what they qualify for.		
N. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transportation System use fare revenue to generate the local 10% match requirement for RGP funds?	<b>X</b>	

**MOTION:**

Commissioner Byrd made a motion to approve the application for ROAP Funds, seconded by Commissioner Coleman. The motion unanimously passed.

**Agenda Item #14: Transportation: Approval of Administrative Portion of Grant Application for Transportation FY24:**

Joy Jacobs, Director, requested Board approval.

**PUBLIC TRANSPORTATION PROGRAM RESOLUTION**

**FY 2024 RESOLUTION**

**Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member’s Name*) \_\_\_\_\_ and seconded by (*Board Member’s Name or N/A, if not required*) \_\_\_\_\_ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for “purchase-of-service” projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, (*Legal Name of Applicant*) Columbus County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (*Authorized Official's Title*)\* Chairman of (*Name of Applicant's Governing Body*) Columbus County Commissioners is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (*Certifying Official's Name*)\* Ricky Bullard (*Certifying Official's Title*) Chairman Commissioner do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (*Name of Applicant's Governing Board*) Columbus County Commissioners duly held on the \_\_\_\_ day of \_\_\_\_, 2022.

\_\_\_\_\_  
Signature of Certifying Official

*\*Note that the authorized official, certifying official, and notary public should be three separate individuals.*

Seal Subscribed and sworn to me  
(date) \_\_\_\_\_



\_\_\_\_\_  
Notary Public \*

\_\_\_\_\_  
Printed Name and Address

My commission expires  
(date) \_\_\_\_\_

**FY 2024 LOCAL SHARE CERTIFICATION FOR FUNDING**  
**Columbus County**  
**(Legal Name of Applicant)**

**Requested Funding Amounts**

<b>Project</b>	<b>Total Amount</b>	<b>Local Share**</b>
5311 Administrative	\$ <u>251,936</u>	\$ <u>37,792</u> (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (10%)
Combined Capital	\$ _____	\$ _____ (10%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (10%)
_____	\$ _____	\$ _____ (___%)
_____	\$ _____	\$ _____ (___%)
_____	\$ _____	\$ _____ (___%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

<b>TOTAL</b>	<b>\$ <u>251,936</u></b>	<b>\$ <u>37,792</u></b>
	<b>Total Funding Requests</b>	<b>Total Local Share</b>

**\*\*NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

**The Local Share is available from the following sources:**

<u>Source of Funds</u>	<u>Apply to Grant</u>	<u>Amount</u>
<b><u>Reserves</u></b>	<b><u>Admin</u></b>	<b>\$ <u>37,792</u></b>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

FY 2024 Local Share Certificate (page 2)	_____	\$ _____
_____	_____	\$ _____
<b>TOTAL</b>		<b>\$ <u>37,792</u></b>

**\*\* Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing (*Legal Name of Applicant*) **Columbus County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2024 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2023**, which has a period of performance of July 1, 2023 – June 30, 2024.

\_\_\_\_\_  
Signature of Authorized Official

Ricky Bullard, Chairman, Columbus County Commissioners  
Type Name and Title of Authorized Official

\_\_\_\_\_  
Date

**MOTION:**

Vice Chairman McMillian made a motion to approve the administrative portion of the grant application, seconded by Commissioner Byrd. The motion unanimously passed.

**Agenda Item #15: AIRPORT – APPROVAL of CAPITAL PROJECT ORDINANCE and GRANT AGREEMENT between NCDOT and COLUMBUS COUNTY:**

Phil Edwards, Director, requested Board approval of the grant agreement.



**GRANT AGREEMENT**

STATE AID TO AIRPORTS  
BETWEEN  
THE N. C. DEPARTMENT OF TRANSPORTATION,  
AN AGENCY OF THE STATE OF NORTH CAROLINA  
AND  
**COLUMBUS COUNTY**  
AIRPORT: **COLUMBUS COUNTY MUNICIPAL**  
PROJECT NO: **46342.1.1**

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

This agreement shall be effective on \_\_\_\_\_ and shall terminate on **JULY 13, 2024** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

**WITNESSETH**

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

WHEREAS, the Sponsor has made a formal application dated **AUGUST 24, 2022** to the Division of Aviation ("Division") for State Transportation Improvement Program (STIP) funds for the **COLUMBUS COUNTY MUNICIPAL AIRPORT**; and

WHEREAS, a grant in the amount of **\$158,361** not to exceed **100 percent** of the final, eligible project costs of **\$158,361** subject to the conditions and limitations herein; and

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

**APRON EXPANSION**

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

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

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Department, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

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

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

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

4) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

5) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook*.

## APPENDIX A6.4.1

## TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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



## APPENDIX A6.4.2

## TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

**(HABENDUM CLAUSE)**

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

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

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

## APPENDIX A6.4.3

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

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

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

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

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

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

## APPENDIX A6.4.4

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

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

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

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

## APPENDIX A6.4.5

## TITLE VII LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

**Pertinent Nondiscrimination Authorities:**

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

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

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:**

BY: \_\_\_\_\_  
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: \_\_\_\_\_

**AUTHORIZED SIGNATURE FOR SPONSOR**

**(Approving Authority Board Member or Local Governing Official):**

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AUTHORIZED SIGNATURE FOR CO-SPONSOR (if Required)**

**(Approving Authority Board Member or Local Governing Official):**

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS**

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Division's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public per G.S. § 63-65.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Division.

**SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION**

B-1. It is the policy of this State to encourage and promote participation by the Disadvantaged Business Enterprise Program (MBE and WBE) in contracts let by the Department pursuant to G.S. § 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure DBE's have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The Sponsor assures and certifies with respect to this Agreement that they will pursue these requirements as stipulated by the Department in the advertising, award, and administration of all contracts, and require the same for all contractors, subrecipients, or subcontractors. The DBE Program is governed by G.S. § 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of the North Carolina Administrative Code.

B-2. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-3. Bids will be taken in accordance with G.S. § 143-129. The Division will approve or disapprove the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval.

B-4. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-5. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-6. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30 and December 31.

B-7. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

B-8. It is the policy of the Department not to award funds to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no state funds will be provided for any work performed by the contractor(s) or sub-contractor(s) which have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to ensure that only properly qualified contractors are given construction contracts for work.

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

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under this Agreement and the approved project budget. Acceptable items of work are those referenced in the *North Carolina Airports - Program Guidance Handbook* and North Carolina General Statutes.

C-2. The Sponsor shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Sponsor shall make such materials available at its office at all reasonable times during the contract period and for five (5) years from the date of final payment under this Agreement for inspection and audit by the Division.

C-3. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the audit report, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-4. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Division:

A. Payments from the Division to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors within 3 business days of receipt of the Division's advance payment and provide proof of payment (payment verification).

C-5. The Sponsor may make application to the Division for a corresponding increase if, after the acceptance of the project by the Division, the final State share of approved eligible project costs is more than the amount of State funds obligated for the project. This increase will be considered for funding in accordance with their relative priority versus other applications for available State funds. The Division's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Division for any payment above this amount unless and until the Sponsor receives notice of availability confirmed in a written modification by the Division.



**SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION**

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

**COLUMBUS COUNTY, NORTH CAROLINA**  
**Ordinance making appropriations to the Columbus County Airport – Apron**  
**Expansion Capital Project Fund**  
**for the Fiscal Year beginning July 1, 2022**

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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 Columbus County Airport – Apron Expansion Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2022.

Source of Revenue

51-3459-432001 STIP Grant	\$ 158,361
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Total Estimated Revenues – Airport – Apron Expansion	\$ 158,361
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Project Appropriations

51-4540-432001 Administrative Expenses	\$ 1,500
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51-4540-548012 Preliminary Engineering Testing	\$ 45,721
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51-4540-519002 Eng/Architect Services	\$ 111,140
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Total Project Appropriations – Airport – Apron Expansion	\$ 158,361
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**Section 2:** The project undertaken pursuant to this ordinance is in accordance with the Recommended Budget and any changes made during the County Commissioners' budget work sessions.

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

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

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

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

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

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

This Capital Project shall become effective on September 19, 2022.

ADOPTED, this 19th day of September, 2022

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

\_\_\_\_\_  
LaToya Williams, Clerk to the Board

**MOTION:**

Commissioner Byrd made a motion to approve the capital project ordinance and grant agreement, seconded by Commissioner Watts. The motion unanimously passed.

**Agenda Item #16: DSS – MONTHLY ADMINISTRATIVE REPORT:**

Algernon McKenzie, Director, provided the Board with an update.

**Monthly Administrative Update  
For August 2022  
September 19, 2022 Meeting**

On August 1, 2022, social work staff spent the night in the agency with two children because they disrupted their placement with their foster parents. There was no immediate placement option due to behaviors forcing staff to keep them overnight. Thankfully, placement was secured the next day. We continue to work with Trillium to assist in these situations.

On August 3-5, 2022, myself and six employees attended the 2022 Social Services Institute. The institute was held at the Hickory Metro Convention Center in Hickory, North Carolina. The theme was # BEYOND LIMITS. It was well attended by board members, directors, supervisors, and line staff from across the state. There was much focus on how agencies have faced many challenges, program changes, and adapted during the Pandemic in the past two years. During the institute there were many workshops on the various programs administered at local DSS agencies and what to expect when the public health emergency ends this fall. There were several county DSS agencies recognized with Best Practice Awards for programs developed to serve their community during the pandemic.

The Social Services Institute was very informative and we enjoyed the various vendors, door prizes, and the opportunity to network with staff from across the state.

On August 5, 2022, I attended the Director's Executive Board Meeting. During our meeting we discussed the Guardianship Cases that are currently managed by the state. The state's plan is to assign them to local DSS agencies at some point. There are currently around 1,200 individuals being managed by DHHS. However, our Directors Association is recommending that they continue to be managed by the state or that the cost for these guardianship cases be 50/50, which would help counties taking care of these individuals. We will continue to work with DHHS on this situation.

During the month of August, I attended and participated in seven zoom and in person meetings.

Lastly, I would like to thank our Facility Services Director and Staff for their efforts in getting our parking lot repaved, adding additional parking spaces and nicely marked. It not only looks good, but the smooth surface makes it more safe for our staff and public to walk on.

**August 2022**  
**Human Services**

**Adult Services (APS)**

APS Reports Accepted: 9  
County Wards: 25  
Number of Payee Cases: 12  
Adults Served APS: 0  
Number of Medicaid Transportation Trips: 1,160  
Amount Requested for Reimbursement: \$18,429.59

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

Reports Accepted: 29  
Reports Screened out: 68  
Families Receiving In-Home Services: 43  
Children Served: 139  
Contacts with Families Monthly: 458  
Assessments: 20

**Foster Care**

Foster Children in Foster Homes: 123  
Children Placed Outside County: 26  
Agency Adoptions: 2  
Pending Adoptions: 1  
Total Foster Homes Licensed: 6  
Total Children in Foster Care: 124

**Work First Employment (TANF)**

Applications Taken: 24  
Applications Approved: 8  
Individuals Receiving Benefits: 193  
Entered Employments: 0  
Number in Non-Paid Work Experience: 0

**Program Integrity**

Collections for Fraud: \$615.00  
 New Referrals: 4  
 Cases Established: 0

**Day Care**

Children Receiving Day Care Assistance: Not Available  
 Children on the Waiting List: 0  
 Amount Spent on Day Care Services: \$265,211.00

**August 2022**  
**Economic Services**

**Food & Nutrition**

Applications Taken: 300  
 Applications Approved: 287  
 Active Cases: 6,448  
 Benefits Issued: \$3,049,143.00  
 Participants Served: 12,641

**Adult Medicaid**

Applications Taken: 83  
 Cases Terminated: 22  
 Redeterminations: 354  
 Applications Processed: 140

**Family & Children's Medicaid**

Applications Taken: 141  
 Applications Processed: 275  
 Redeterminations: 479  
 Total Medicaid Cases: 15,046  
 Total Individuals Receiving: 22,973

**Child Support**

Absent Parents Located: 56  
 Orders Enforced: 871  
 Active Cases: 3,890  
 Collections: \$400,023.00

Respectfully submitted,  
 Algernon McKenzie

***HUMAN SERVICES BOARD REPORT***  
**Dwella M. Hall, Program Manager**  
**Vacancies/Updates/News for August, 2022**

**Intake/Investigation/Assessment:**

The Intake/Investigation/Assessment Unit is fully staffed at this time; however, one SW remains on FMLA since July with a possible return date of September 26<sup>th</sup>. This Unit continues to receive an abundance of referrals involving substance abuse, domestic violence, and mental health issues, among other things. SW Supervisors are actively working towards a series of 5 training course each month from May-Sept. "Engaging Practice Standards, how supervisors can support their workers". The Regional Child Welfare Consultant (RCWC) continues to make monthly contacts to review agency data, policy updates, and casework.

**In-Home Services:**

The In-Home Services Unit continues to be short staffed with 1-vacancy. We recently conducted an interview and have a recommendation to hirer. Four SW are currently enrolled in "**Connecting Families: Family Support in Practice**", which starts 9/7/22. Upon completion of this training the unit will have completed their yearly required 24 training hours. This past month, I H S has seen an increasing number of Bladen County assist in courtesy requests, and transfers. The total caseloads with contacts of children served continue to increase indicating more intensive involvement with SW's and their current caseloads. SW Supervisors are actively working towards a series of 5 training course each month from May-Sept. "Engaging Practice Standards, how supervisors can support their workers". The Regional Child Welfare Consultant (RCWC) continues to make monthly contacts to review agency data, policy updates, and casework. The Regional Child Welfare Consultant (RCWC) has continued to make monthly contacts to review agency data, policy updates, and casework.

**Foster Care/Permanency Planning:**

The Foster Care Unit continues to have 2 vacancies. Three qualified applicants applied for the positions. Interviews will be conducted within the next couple of weeks. There are currently 124 children in care. We continue to work towards reunifying children back with families and giving them permanency. SW Supervisors are actively working towards a series of 5 training courses each month from May-Sept. "Engaging Practice Standards, how supervisors can support their workers". The Regional Child Welfare Consultant (RCWC) continues to make monthly contacts to review agency data, policy updates, and casework.

**Transitional Unit:**

The Transitional unit continues to be fully staffed. Staff continue to work caseloads while assisting the other Child Welfare Units as needed, particularly in the areas of courtesy requests from other counties, assisting with supervising visits and transporting children in custody. In addition, the Transitional Unit continues to have an influx in home studies and home assessments from other counties and within CCDSS Child Welfare. This Unit continues to assist particularly in the area of making monthly contacts with the large amount of children in foster care. Foster Home Licensing continues to work on completing more licensures to help increase the number of foster homes available for the large amount of foster children. SW Supervisors are actively working towards a series of 5 training courses each month from May-Sept. "Engaging Practice Standards, how supervisors can support their workers". The Regional Child Welfare Consultant (RCWC) continues to make monthly contacts to review agency data, policy updates, and casework.

**Adult Services:**

The Adult Services Unit continues to have one vacancy. Interviews conducted with a recommendation for hirer. The number of wards (guardianship cases) continues to grow with the population becoming younger due to severe mental illness. Trillium continues to work closely with us to try and assist with appropriate placements.

**Work First Employment:**

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

**Child Day Care:**

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

**Program Integrity:**

Program Integrity continues to be fully staffed. Office visits are limited and telephone contact is encouraged, but office visits are possible. Repayment agreements are being relaxed to help clients during this time. Staff continue to work towards cleaning up the backlog, establishing cases and repayment agreements, all while assisting with the Energy Programs.

**Energy Assistance:**

CIP continues with the cooling season which means helping with electricity needs. Applications continue to be available on EPASS where applicants can complete and submit applications on-line, but continue to be available in our lobby for pick up and completion. One in-house staff person is currently processing applications and Program Integrity staff are assisting as needed.

**Low Income Household Water Assistance Program (LIHWAP)**

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

**Family and Children's Medicaid; Adult Medicaid; Medicaid in Nursing Homes, Special Assistance (Rest Homes), Community Alternative Program (CAP); Medicaid Transportation; Food & Nutrition, Child Support and Housekeeping**

Submitted by Cyndi Hammonds, Income Maintenance Administrator

Reporting Month: August 2022

News/Updates/Vacancies

**Adult and Family & Children's Medicaid:**

The Medicaid Teams received their tentative results from the first part of our Local Audit. There were only 5 technical errors found meaning 3 cases did not have a timestamp from the Register of Deeds office where property was checked even though it was documented; 1 case with no Child Support Referral and 1 case the income was incorrectly calculated. This means no chargebacks to the county. ☺ We have been notified of 15 more cases they will be reviewing and the State has randomly pulled 2 cases to review. It is a constant battle of learning changing policies, completing trainings on line and in person and trying to keep work completed timely and meeting all goals with the State. These teams currently have 4 vacancies which includes a Leadworker position and 1 still in training.

**Medicaid for Long Term Care, Medicaid Transportation and Housekeeping:**

- The Long Term Care Team also had cases that were reviewed during the Local Audit. This Team continues to have a supervisor vacancy and has 2 workers in training.
- The Medicaid Transportation Team are encouraging the clients that are being assigned to Tailored Plans to go ahead and call their providers that they have been enrolled with to begin getting familiar with who they call and how their transportation will be set up. This way clients should have a smooth transition of being able to get to their medical appointments. We continue to be responsible for their transportation until December 1, 2022.
- Housekeeping is fully staffed now and is keeping our building cleaned and sanitized.

**Food and Nutrition:**

Applications continue to increase for the need for help with food assistance. COVID polices continue to remain in place however workers are encouraging clients to be prepared for the end of the Public Health Emergency when extra allotments will end and policies will change. The State has automatically extended certification periods for August and September recertifications. This Team has 2 vacancies and 2 in training.

**Child Support and Paralegal:**

Some of our Child Support staff attended the annual Child Support Conference that was held in August (first one in 3 years) and attended some very informative and encouraging classes. It was also great to network with other counties to find out how they were "surviving" during "hard" times. Child Support is gearing up to not just represent the custodial parent but also encouraging those unemployed absent parents to attend workshops and classes for jobs. We also learned of policies that are trying to get implemented to help the non-custodial parents that have been incarcerated find jobs. The Team is still not meeting some goals in areas due to staff shortage and COVID waivers still in place. 132 cases were prepared for 3 days of court with 124 orders being prepared by the paralegal. We continue to have 5 vacancies and 1 new staff in training.

**Agenda Item #17: DSS – APPROVAL of the 2022/2023 COLUMBUS COUNTY DSS CHILD CARE POLICY:**

Algernon McKenzie, Director, requested Board approval.

**COLUMBUS COUNTY DEPARTMENT OF SOCIAL SERVICES**

**CHILD CARE POLICY**

COLUMBUS COUNTY DEPARTMENT OF SOCIAL SERVICES CHILD CARE POLICY

The Columbus County Department of Social Services administers federally and state funded child-care subsidy payments in accordance with rules and regulations set forth by the North Carolina Divisions of Child Development and Social Services. The Department of Social Services staff identified the following guiding principles for administration of child care services in Columbus County:

- Encourage quality child care arrangements in a safe environment.
- Maximize resources to assist as many families as possible with child care.
- Encourage parents to take responsibility for making appropriate child care arrangements in accordance with personal responsibility agreements and achievement of the goal of self-sufficiency.
- Encourage extended family members to assist parents with assuming responsibility for care of their children.
- Provide consistency in administration of child care services by establishment of county policies and procedures.

### GENERAL CHILD CARE POLICIES

In order for licensed child care centers and home based child care providers to receive payment from the Columbus County Department of Social Services a voucher must first be issued from NCFAST. Any provider that accepts a child without a voucher will have to assume the responsibility of collecting the total cost of services provided from the parent.

Local Purchasing Agency's (LPA's) can no longer limit the number of times a parent/responsible adult can change providers.

It is the department's goal to encourage personal and family responsibility and to assist with strengthening families as they move toward the goal of self-sufficiency.

DSS staff may require separation papers along with the spouse's name, phone number, address, W-2 forms, and contact employers if necessary.

- Visits to centers and registered homes will be made by DSS staff. Visits may be scheduled or unannounced.
- Workers will issue vouchers to providers through the provider portal in NCFAST.

### BASIC PAYMENT POLICY

The basic payment policy is outlined herein governs day care administration by the Columbus County Department of Social Services.

When a child has been absent five days in any month, the provider must notify the LPA within a week of the fifth (5<sup>th</sup>) day of absence. Failure to report may result in payment on the basis of attendance. Each time a child is absent five (5) days, the provider must also attempt to contact the parent to determine if or when the child will return. This means that the provider may have to call the LPA and parent more than once during the same month to report absences if the child is out another five (5) day period in the month.

Payment for continued enrollment cases will be the responsibility of the parent if proper notification to the provider is not made.

Policy gives newly self-employed individuals 12 months to allow time to establish gainful employment. Gainful employment is defined as making at least minimum wage.

Columbus County Department of Social Services will only pay for the plan of care as described on the voucher and action notice.

Columbus County Department of Social Services will not pay full time care in any arrangement if only part time care is needed, unless there is no other possible arrangement available or the arrangement is needed to support Work First participants.

Columbus County Department of Social Services will pay the following maximum rates to all child care providers:

- Full time care — 32-55 hours per week— 100%
- Three-fourths (3/4) time care — 18-31 hours per week — 75%
- One-half (1/2) time care — 1-17 hours per week — 50%

Providers may get paid for fifteen (15) approved holidays. Policy allows providers to choose fifteen (15) days a calendar year for automatic approval for holidays and vacation days. This limit does not include closing for inclement weather and emergencies. The limit for inclement weather and emergencies will be up to five (5) calendar days per month, which may or may not coincide with local emergency school closings. Inclement weather and emergency closings will have to be approved by the Local Purchasing Agency (LPA).

DSS will not pay for provider holidays or vacations that exceed the providers scheduled holiday closings. The agency will pay for emergency closings, up to five (5) days caused by a natural disaster.

### FEES

It is the responsibility of the day care facility to collect the parental fee accessed by DSS.

The day care facility is responsible for providing a receipt to the client for the payment of any parental fees.

No child can be approved to attend another facility until all parental fees are current, unless a written agreement has been signed by the parent and the former provider. If there is a discrepancy it must be settled before the parent can providers.

### REIMBURSEMENT PROCEDURES

Attendance sheets must be submitted by the 5<sup>th</sup> of each month in NCFAST.

Applicants and/or recipients who intentionally provide inaccurate information in order to receive or attempt to receive child care services to which they are not entitled will be subject to fraud procedures.

If providers accept children before their case is approved, then payment will be a matter between the provider and the parent. It will be the provider's responsibility to collect any money owed by the parent.

It is the responsibility of the provider to notify the local purchasing agency (LPA) when parents are 30 days behind in their fees or leaves owing unpaid fees. DSS will only allow parents to be charged for 30 days, plus the current month for fees not being paid (60 days total).

### REPORTING INCORRECT PAYMENTS

Providers must look in NCFAST in the provider portal for their monthly payments.

Day Care facilities must report incorrect payments in writing within 30 days of the date posted on the check. All payments will be considered correct and final if not received within this time frame.

#### CHANGING PROVIDERS

Changing providers made without the day care social worker's involvement will be considered a private arrangement and no payment will be made until that provider has been approved by DSS.

If the previous provider requires a 10-day notice, then the new provider will not be paid by DSS during this time period. It will be the parent's responsibility to pay the new provider during this ten-day period if they elect to use the new provider before they are approved.

#### 'WAITING LIST PRIORITIZATION

Due to the vast number of day care requests and limited day care funding, the Columbus County Department of Social Services will maintain a waiting list during times of need. The policy has been revised in accordance with Chapter 24 of the Child Day Care Services Manual.

Our policy does exempt the following populations from being required to be placed on a waiting list:

- Child Protective Services Clients
- Foster Care Clients
- Child Welfare case determined to be necessary by the Supervisor and Program Manager
- Work First participants who are in an approved program activity
- Homeless and Special Needs Children- Families that are homeless or in temporary living arrangement and those with special needs

Target Groups below are listed in order of priority:

1. Employment
  - Employed full-time and not receiving public assistance
  - Employed part-time (at least 20-25 hours per week) and attending school
2. Teen Parents
  - Teen parents who are enrolled in public school and need day care to continue their education
  - Teen parents who are head of household
3. Education and Training
  - Leading to employment
4. Child Welfare
  - Families in crisis who need day care to maintain children in their home
5. Developmental
  - Children who are at risk of developmental delays and need the services of a structured day care provider to strengthen development

A waiting list will be maintained by date of inquiry for each target population. The following information will be collected from each parent/responsible adult:

- Name
- Address
- Child's name
- Child's date of birth
- Stated target population for day care
- Date of inquiry
- Estimated income
- Child's special needs

Special Needs status:

- Children under three (3) years of age who meet the Division of Mental Health Development Disabilities and Substance Abuse Services eligibility criteria.
- Children three (3) years of age and over who meet the Department of Public Instructions eligibility criteria.
- Children with special needs, homeless, and children in a temporary living situation will be served using the 4% set aside to serve vulnerable populations. A separate waiting list will be maintained for families in one of these situations.

When funds become available, children will be removed from the waiting list in order of established priority on a first come first serve basis. All efforts will be made to serve target groups #1 and #2 without putting them on the waiting list, as needs in this area generally remain minimal. Families will be contacted when funds are available. They will have ten (10) business days to respond.

Expenditures will be evaluated monthly to maximize use of day care funds. Columbus County DSS will send out surveys every six months to help determine a continued need for services. LPA's may choose to do this more often.

#### REDUCTION IN SERVICES







COURTHOUSE RENOVATION PROJECT		FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>		<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
COURTHOUSE CAP PROJ REVENUES	\$	5,986,280	\$5,991,574	\$ (5,294)	100.09%
<u>EXPENDITURES</u>					
COURTHOUSE CAP PROJ REVENUES	\$	5,986,280	\$850,055	\$ 5,136,225	14.20%
<hr/>					
HUD SECTION 8 RENTAL ASSISTANCE		FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>		<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
HUD SECTION 8 RENTAL ASSISTANCE ANNUAL CONTRA EARNED	\$	1,518,500	\$0	\$ 1,518,500	0.00%
OTHER REVENUES	\$	344,400	\$ 152,217	\$ 192,183	44.20%
TOTAL HUD REVENUES	\$	1,862,900	\$ 152,217	\$ 1,710,683	8.17%
<u>EXPENDITURES</u>					
HUD Expenditures	\$	1,862,900	\$ 168,305	\$ 1,694,595	9.03%
Excess revenue over/(under) expenditures		\$0	\$ (16,088)		
<hr/>					
TRANSPORTATION		FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>		<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	\$	1,166,568	\$ -	\$ 1,166,568	0.00%
<u>EXPENDITURES</u>					
	\$	1,166,568	\$ 51,843	\$ 1,114,725	4.44%
<hr/>					
EMERGENCY TELEPHONE SYSTEM		FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>		<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	\$	694,600	\$ -	\$ 694,600	0.00%
<u>EXPENDITURES</u>					
	\$	694,600	\$ 9,393	\$ 685,207	1.35%
<hr/>					
DEBT SERVICE		FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>		<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	\$	15,536,002	\$0	\$ 15,536,002	0.00%
<u>EXPENDITURES</u>					
	\$	15,536,002	\$ 161,842	\$ 15,374,160	1.04%
<hr/>					
WATER DISTRICTS I-V		FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>		<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
WATER DISTRICT I	\$	813,950	\$ 154,876	\$ 659,074	19.03%
WATER DISTRICT II	\$	1,222,683	\$ 219,920	\$ 1,002,763	17.99%
WATER DISTRICT III	\$	762,213	\$ 122,637	\$ 639,576	16.09%
WATER DISTRICT IV	\$	908,500	\$ 176,261	\$ 732,239	19.40%
WATER DISTRICT V	\$	763,350	\$ 191,214	\$ 572,136	25.05%
COMBINED WATER DISTRICT TOTALS	\$	4,470,696	\$ 864,908	\$ 3,605,788	19.35%
<u>EXPENDITURES</u>					
WATER DISTRICT I	\$	813,950	\$ 49,113	\$ 764,837	6.03%
WATER DISTRICT II	\$	1,222,683	\$ 39,141	\$ 1,183,542	3.20%
WATER DISTRICT III	\$	762,213	\$ 30,182	\$ 732,031	3.96%
WATER DISTRICT IV	\$	908,500	\$ 95,503	\$ 812,997	10.51%
WATER DISTRICT V	\$	763,350	\$ 30,680	\$ 732,670	4.02%
COMBINED WATER DISTRICT TOTALS	\$	4,470,696	\$ 244,619	\$ 4,226,077	0
Combined Districts -Excess revenue over/(under) expenditures	\$	-	\$ 620,289		
<hr/>					
SOLID WASTE		FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>		<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	\$	6,016,446	\$ 21,041	\$ 5,995,405	0.35%
<u>EXPENDITURES</u>					
	\$	6,016,446	\$ 507,589	\$ 5,508,857	8.44%
Excess revenue over/(under) expenditures		\$0	\$ (486,548)		
<hr/>					
FIRE DEPARTMENTS		FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>		<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	\$	2,034,697	\$26,553	\$ 2,008,144	1.31%
<u>EXPENDITURES</u>					
Ad Valorem Taxes	\$	2,034,697	\$35,174	\$ 1,999,523	1.73%
Special Appropriations	\$	258,309	\$65,017	\$ 193,292	25.17%
	\$	2,293,006	\$100,191	\$ 2,192,815	4.37%
<hr/>					
AMBULANCE AND RESCUE		FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>		<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	\$	849,681	\$8,077	\$ 841,604	0.95%
<u>EXPENDITURES</u>					
Ad Valorem Taxes	\$	849,681	\$ 2,756	\$ 846,925	0.32%
Special Appropriation	\$	225,000	\$ 112,500	\$ 112,500	50.00%
	\$	1,074,681	\$ 115,256	\$ 959,425	10.72%

**CASH & INVESTMENTS**

<b>Cash:</b>	
General Fund - checking account	\$ 23,184,875
General Fund - NCCMT	\$ 13,382,939
Water Districts	6,417,940
Solid Waste	5,483,146
Total Cash Available	\$ 48,468,899
<b>Investments:</b>	
BB&T Investments	5,761,922
BB&T Savings	5,023,018
First Community Bank - CD	338,600
Dana Investments	1,131,609
Multi Bank Securities	566,454
First Bank - CD	2,080,598
Total Investments	\$ 14,902,201

**FUND BALANCE**

<b>General Fund:</b>	
Unavailable Fund Balance (per auditors)	\$ 7,223,150
Committed and Assigned Fund Balance	\$ 11,898,242
Unassigned Fund Balance	\$ 12,768,717
Unassigned fund balance as % of Gen. Fd. Expend.	20.1%
Water Districts Fund Balance	\$ 9,819,025
Solid Waste Fund Balance	\$ 8,213,508

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

**MOTION:**

Commissioner Coleman made a motion to accept the monthly finance report, seconded by Vice Chairman McMillian. The motion unanimously passed.

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

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

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

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

COMMITTEE	ZONE/EB	PERSON(S)	EXP. DATE	BOARD ACTION
COG Aging Advisory Council – Region O	EB	Vacant	06/30/2022	<b>Hold</b>
	EB	Timothy Guy Long ( <b>resigned</b> )	06/30/2024	<b>Hold</b>
Department of Aging Advisory Council	V	Wilbur Chestnut ( <b>resigned</b> )	06/30/2022	<b>Hold</b>
Home & Community Care Block Grant Committee	II	Anita Adams ( <b>resigned</b> )	06/30/2022	<b>Hold</b>
	II	Karen Thurman	06/30/2022	<b>Hold</b>
	V	Henry Milligan	06/30/2022	<b>Hold</b>
	V	Tommy Spivey	06/30/2022	<b>Hold</b>
Housing Advisory Committee	III	David Solomon	06/30/2022	<b>Ernie Freeman</b>
The LAB Advisory Board	EB	Jobs Foundation Representative		<b>Les High</b>
	EB	Jobs Foundation Representative		<b>Jason Beck</b>
	EB	Columbus Chamber of Commerce Director/Designee		<b>Hold</b>
	EB	Tabor City Chamber Director/Designee		<b>Hold</b>
	EB	Fair Bluff Chamber Director/Designee		<b>Beth Jarvis</b>
	EB	Columbus County At Large		<b>David Gore</b>
	EB	Columbus County At Large		<b>Dan Strickland</b>
	EB	Columbus County At Large		<b>Cynthia Ellis</b>
<b>M=Coleman S=Watts</b>	EB	Columbus County At Large		<b>Steven Creech</b>

Trillium Southern Regional Advisory Board <b>M=Coleman S=Watts</b>	EB	Theron McKvian ( <b>resigned</b> )		<b>Jerome McMillian</b>
Whiteville City Planning-Zoning Board and Board of Adjustments	EB	Vacant ( <b>ETJ</b> )	08/1/2022	<b>Hold</b>

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

At 7:25 P.M., Vice Chairman McMillian made a motion to recess Regular Session and enter into a **combination meeting** of Columbus County Water and Sewer District I, II, III, IV, and V Board Meeting, seconded by Commissioner Coleman. The motion unanimously passed.

**Agenda Item # 21: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V – APPROVAL of MINUTES:**

- A. August 1, 2022
- B. August 15, 2022
- C. August 29, 2022

**MOTION:**

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

**Agenda Item # 22: WATER DISTRICT IV – APPROVAL of RESOLUTION for GRANT APPLICATION to UPFIT RIEGELWOOD SANITARY DISTRICT LINES:**

Harold Nobles, Director, requested Board approval.

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Columbus County Water District IV has need for and intends to construct, plan for, or conduct a study in a project described as replacement of water mains, valves, hydrants, blow offs, and water services in excess 40 years old, and

WHEREAS, The Columbus County Water District IV intends to request State loan and/or grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF COLUMBUS:**

That Columbus County Water District IV, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Columbus to make a scheduled repayment of the loan, to withhold from the County of Columbus any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Edwin H. Madden, Jr., County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 19<sup>th</sup> day of September 2022 at Whiteville, North Carolina

\_\_\_\_\_  
Ricky Bullard

\_\_\_\_\_  
Chairman, Board of County Commissioners

(a) **CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Clerk to the Board of County Commissioners of the County of Columbus does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Columbus County Board of Commissioners duly held on the 19<sup>th</sup> day of September 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
LaToya Williams

\_\_\_\_\_  
Clerk to the Board of County Commissioners

**MOTION:**

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

**Agenda Add-on Item #22a: RESOLUTION for APPLICATION for WATER TANK and THREE WELLS:**

Harold Nobles, Director, requested Board approval.

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Columbus County Water District II has need for and intends to construct, plan for, or conduct a study in a project described as preconstruction planning of water system expansion including environmental, cost estimates, hydraulic analysis, and engineering design for a project to meet projected residential demand in Water District II, and

WHEREAS, The Columbus County Water District II intends to request State loan and/or grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF COLUMBUS:**

That Columbus County Water District II, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Columbus to make a scheduled repayment of the loan, to withhold from the County of Columbus any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Edwin H. Madden, Jr., County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 19<sup>th</sup> day of September 2022 at Whiteville, North Carolina

\_\_\_\_\_  
Ricky Bullard

\_\_\_\_\_  
Chairman, Board of County Commissioners

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\_\_\_\_\_  
LaToya Williams

\_\_\_\_\_  
Clerk to the Board of County Commissioners

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Columbus County Water District II has need for and intends to construct, plan for, or conduct a study in a project described as Phase I system expansion to include construction of a 500,000 gallon elevated water storage tank and three new wells, and

WHEREAS, The Columbus County Water District II intends to request State loan and/or grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF COLUMBUS:**

That Columbus County Water District II, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Columbus to make a scheduled repayment of the loan, to withhold from the County of Columbus any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Edwin H. Madden, Jr., County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 19<sup>th</sup> day of September 2022 at Whiteville, North Carolina

\_\_\_\_\_  
Ricky Bullard

\_\_\_\_\_  
Chairman, Board of County Commissioners

#### **CERTIFICATION BY RECORDING OFFICER**

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\_\_\_\_\_  
LaToya Williams

\_\_\_\_\_  
Clerk to the Board of County Commissioners

#### **MOTION:**

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

**Agenda Add-on Item #22b: APPROVAL of APPLICATION for GRANT FUND WATERLINE REPLACEMENT:**

#### **RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Columbus County Water District II has need for and intends to construct, plan for, or conduct a study in a project described as rehabilitation and replacement of approximately 2 miles of 4-inch waterline, and

WHEREAS, The Columbus County Water District II intends to request State loan and/or grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF COLUMBUS:**

That Columbus County Water District II, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.



That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Columbus to make a scheduled repayment of the loan, to withhold from the County of Columbus any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Edwin H. Madden, Jr., County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 19<sup>th</sup> day of September 2022 at Whiteville, North Carolina

\_\_\_\_\_  
Ricky Bullard

\_\_\_\_\_  
Chairman, Board of County Commissioners

(a) **CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Clerk to the Board of County Commissioners of the County of Columbus does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Columbus County Board of Commissioners duly held on the 19<sup>th</sup> day of September 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
LaToya Williams

\_\_\_\_\_  
Clerk to the Board of County Commissioners

**MOTION:**

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

**Agenda Add-on Item #22c: APPROVAL of APPLICATION for PLANNING GRANTS:**

**MOTION:**

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

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

At 7:28 P.M., Commissioner Coleman made a motion to adjourn the combination meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded by Vice Chairman McMillian. The motion unanimously passed.

**Agenda Item #23: COMMENTS:**

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

**A. Board of Commissioners:**

1. **Commissioner Byrd** stated the following:
  - Mr. Madden, who is the guy that we've got out at 911 call center named Dennis Cyphers?
  - I had never heard that name or anything up until recently.

**Assistant County Manager Nick West** stated the following:

-Mr. Cyphers is our Deputy 911 Center Director.

**Commissioner Byrd:**

-Is this a new position that was created?

**Assistant County Manager Nick West:**

-Yes sir, it was. It was created as part of the LASO (Local Agent Security Office) position that was requested by the state that we fund.

-Part of his duties is security for the Center as well as the supervisory role for the communications staff.

**Commissioner Byrd:**

-He's not just supposed to be a radio technician?

**Assistant County Manager Nick West:**

-He does additional work with the radios, yes sir, that is also part of his role.

**Commissioner Byrd:**

-But does he have authority over the employees or does Mr. Madden still have authority over the employees at 911 Call Center?

**Assistant County Manager Nick West:**

-He supervises the staff.

**Commissioner Byrd:**

-Where did he come from?

-I received a call and had a conversation about some of the things going on out there and I said I don't even know this gentleman.

-When was that position created?

**Assistant County Manager Nick West:**

-It was filled back in March.

**Commissioner Byrd:**

-Is this part of filling Kay's position or something?

**Assistant County Manager Nick West:**

-This was a new position

**Commissioner Byrd:**

-At what kind of salary range, if you don't mind?

**Assistant County Manager Nick West:**

-I believe he's at \$60,000-\$64,000.

**Commissioner Byrd:**

-It was just created.

**Assistant County Manager Nick West:**

-The position was created as part of the state's mandate for security at the 911 Center functions.

**Commissioner Byrd:**

-Do you mind saying where he came from? I feel like this Board should have been made aware, unless some of you guys had private conversations because I haven't had any with anyone.

-We get someone brought on like that and the Board runs up with people having questions and we know nothing.

-I feel like we should be informed Mr. Madden anytime something like that is done, especially if we create a position.

-Can you give me some background on where he comes from?

-Is he local? Is he from another county or what?

**Assistant County Manager Nick West:**

-Mr. Cyphers was previously a trooper here in Columbus County and then he left the county and worked for the City of Wilmington for close to 14 or 15 years.

-He then left the City of Wilmington and went into the private business sector, then sold the business and went into the State of Virginia and worked with the state in several positions.

**Commissioner Byrd:**

-The public doesn't know all this, but when we tell him he came from Virginia, as many unemployed individuals as we have here in Columbus County at this time and all of our main positions it looks like are coming from out of Columbus County.

-They're coming from somewhere other than Columbus County.

-Columbus County does have some qualified individuals here.

-We did have some candidates to apply from Columbus County and the 1<sup>st</sup> person that was selected declined the position; so we went down to the second position and that was Mr. Cyphers.

**Commissioner Byrd:**

-I feel like these county positions should be filled by Columbus County residents if at all possible.

**Assistant County Manager Nick West:**

-The position was offered to a local candidate and they declined, so we moved to the second candidate and that was Mr. Cyphers.

**Vice Chairman McMillian stated the following:**

-Sounds like a very strong resume.

**Assistant County Manager Nick West:**

-Yes, sir, both candidates had very strong resumes.

**Chairman Bullard stated the following:**

-And when they're advertised and you have local people to apply and they decline you have to move on to the next one.

-But I have had some very positive comments about Mr. Dennis.

-Actually, I was sharing them last week with some people who called me and told me about some good things that were going on with this guy.

-And that's how I knew he had taken the position.

**Commissioner Byrd:**

-Mr. Madden there's some turmoil going on out there that you might want to get involved in.

-There's a whole lot going on out there.

-I'm not going to say anymore.

**Vice Chairman McMillian:**

-Why is all the time all this stuff going on but nobody else on the Board knows about it?

**Commissioner Byrd:**

-Well, you might be talking to the wrong people.

-I talk to the common man, I don't talk to the big white collar man all the time.

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

-Not that the Board is normally engages in the hiring and firing of employees but out of courtesy I've asked Ms. Kay Stephens to provide this Board with a current list of job openings.

-We have a number of positions that are unfilled at this point in communications and social services.

**Vice Chairman McMillian:**

-Yes, they do that every month sir, it's out there every month.

**County Manager Eddie Madden**

-We have a number of openings that are currently unfilled so if you know of someone who is interested in a position with Columbus County please encourage them to go to our website and apply for one of these positions because we do need qualified individuals to fill them.

**Commissioner Byrd:**

-You need qualified individuals to fill them and I'm sure that there's some in Columbus County.

-They might not fill them all but they can fill most of them.

-One other thing Mr. Chairman, and being Mr. Jerome wanted to know about who I talk to and whatever.

-I am having a lot of people calling, wanting to know do I know two things?

-One of them is how much did the YouTube video cost that the Sheriff's Department created and who paid for it?

-I have no clue, I don't know anything about it, I've never seen it.

-Another one is I'm having people call me wanting to know how much we have paid Show Ridez last year and up to this point of this year?

-I have no clue, but I'm getting those questions.

-Someone called me about another issue but I don't have all the specifics but I will get them.

-It was about the county bringing in 11 cars and having some work done on them and they said the bill was either \$330 per car or \$430 per car, and I'm not sure on that because they had bad phone reception.

-But, the county didn't pay the individual that did the work, the county paid through Show Ridez.

-So my question is, is why the county don't pay its own bills?

-Why do we run the county bills through some other department?

-We'll address that later if you want to, it doesn't matter.

**County Manager Eddie Madden:**

-I'm not aware of what you're referring to.

-I'm assuming you're referring to expenditures at the Sheriff's department but I'm not sure of that.

**Commissioner Byrd:**

-I'm not sure, the person didn't tell me, they said they wanted a time to meet with me and they'd bring paperwork to back it up and I said okay.

**County Manager Eddie Madden:**

-I'm not familiar or aware.

-Nick West is here and he handles all of our fleet.

-Most of our vehicles are newer or leased vehicles and I don't believe we've referred anything to Show Ridez for any upfitting or anything.

**Commissioner Byrd:**

-Well this is what I was told, but I'll have it to you.

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

-I'd just like to thank everybody for the hard work they're doing in the county and for helping us out with the water problems we have in Riegelwood and the eastern area with billing.

-I've had some positive reviews and people saying a lot about the bills but they're getting addressed and I want to thank Mr. Chris Nobles for his work on that.

-Everyone's saying you handle yourself very professionally and you have the answers that they're looking for.

-I appreciate that, so thank you.

-I'd like to thank the Sheriff for what he's doing in the eastern end with the problems that we're having down there with stealing and drugs.

-We can feel his presence down there and the community has commented that they appreciate it and wanted me to express it to the Sheriff and Chief Deputy Herring for the good job that they're doing.

-We thank you for it.

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

-I would just like to say that I would encourage any commissioner, if they have questions that you can't answer when you come to a Board meeting of the top of your mind, to call during the week.

-I think Mr. Madden, Ms. Gail or any of them can find you that answer in a professional way and that way you'll get the answers you need.

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

-We're here to answer any questions the Board may have.

-First, I think I made the Board aware but the county was selected as a semifinalist in program called Rural Partners Network.

-We along with five other counties from across the state are in that semifinalist category.

-Our USDA will be making a decision on who is to be selected for the program and they intend to select two locations or sites.

-The sites can be individual counties or a collaboration of multiple counties applying together.

-Last week, we were invited to a meeting in Robeson County to hear about the program and we took a number of our department managers including those from Housing, Aging, Transportation, Public Utilities, Emergency Management, Administration, the Attorney's Office, representatives from the Sheriff's Office, along with some of our partners in the Towns of Chadbourn and Lake Waccamaw to meet with USDA and express our interest in participating in the program.

-The other counties that are under consideration, particularly the northeastern part of the state includes Bertie, Martin, Halifax and some of those counties.

-As I understand it, they have decided to form a coalition or cluster, instead of applying separately and competing with one another for this program.

-In like manner, it has been recommended that we partner with Robeson and Bladen Counties and potentially Sampson, in an application; however, we're not bound to or obligated to do so.

-I know this Board would like to know as much about this information as possible before weighing in on it finally, but, I will tell you that the general consensus from the USDA was to ensure that we get to the start line with this program, that the counties that I've mentioned, Robeson, Bladen and Columbus, should submit a joint application, that is due next Monday.

-We're not bound to the program and if we decide we want to opt out at any time we can.

-Tonight, I believe the Bladen County Commissioners and the Robeson County Commissioners are receiving this same information and will decide whether or not they agree to form a joint application or submit an individual one.

-Tomorrow, I will receive feedback from the managers of those two counties so that we can decide whether or not we want to move forward collectively or individually.

-Regardless of the outcome, whether we apply as some type of partnership or we go it alone, it does have the potential to be a very worthy process for us to where we can apply for grants and be made aware of programs that are available at the federal level.

-This would be for any federal program that has funding attached to it, from Housing, DOT, Health and Human Services, and so forth.

-It is a tremendous opportunity for us if we should be selected.

-I think in your package you received a number of calendar events.

-So, this is a busy time of year and we're moving into that.

-We have festivals and events, the county fair, parades that are being held so please take note of the calendar.

-Our staff will reach out to you to make sure you're aware will be attending those events.

-You've heard me say now for a couple of times that the bidding process for the historical courthouse is underway.

- We had our pre-bid conference last week with interested contractors, our architect and the clerk of courts office was there and so we're very encouraged by the interest level there.
- The bids will be opened in this room on September 28<sup>th</sup> at 3 PM and you're welcome to attend that if you like.
- It is our intent, assuming that the architect recommends a qualified contractor and it is within the scope of our budget, for the item to be placed on the October 3<sup>rd</sup> agenda for your approval.
- We have an opioid task force meeting this Wednesday at 3:00 P.M., where the draft strategic plan will be submitted to the task force committee and they will receive a recommendation from our consultant on the process of allocating the opioid settlement funds on an ongoing basis.
- Ms. Melanie Hester has been acting as the Finance Director for the past couple of months in absence of Mr. Jay Leatherman.
- Ms. Hester and I have had some conversations of late and as you know Ms. Hester is heavily involved at the collections center and we have her bouncing back and forth between the two sites.
- She and I have agreed that we should move forward with the advertisement of the finance position and we hope to do that very soon.
- We would have done it before now but Ms. Hester's staff has been tied up with the annual audit process among other things and this is very busy time of the year, especially in collections.
- So, with all those things, now having been caught up, we're ready to move forward with the advertisement of the finance director position.
- That concludes my report and I'm happy to answer any questions the Board may have.

**Attorney Boyd Worley** stated the following:

- Just briefly, Commissioner Byrd indicated issues about Show Ridez,
- I think there are three different entities with Show Ridez, one is with Aaron Herring and my understanding is that Aaron, there's no compensation, there's no association with Aaron Herring with the other two entities brought up.
- For your inquiry, because I want to be able to get an answer Commissioner Byrd, what are you specifically referring to so that we can try to get an answer for you.

**Commissioner Byrd** stated the following:

- I'll speak to you privately.

**Agenda Item #24: ADJOURNMENT:**

At 7:45 P.M. Commissioner Byrd made a motion to adjourn, seconded by Commissioner Coleman. The motion unanimously passed. These minutes were typed by LaToya Williams, Clerk to the Board.

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LATOYA WILLIAMS, Clerk to the Board

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RICKY BULLARD, Chairman

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