

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Monday, February 20, 2023

5:45 P.M. – Closed Session

6:30 P.M. – Regular Session

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

APPOINTEES ABSENT:

Brent Watts (**Excused**)
Chris Smith (**Excused**)

Agenda Item #1: MEETING CALLED to ORDER:

At 5:45 P.M., Chairman Ricky Bullard called the Monday, February 20, 2023 Columbus County Board of Commissioners Regular Session Meeting to order.

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

At 5:46 P.M., Commissioner Floyd made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S § 143-318.11(A)(3) Attorney-Client privilege and Real Estate seconded by Commissioner Featherson. The Motion unanimously passed.

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

RECESS CLOSED SESSION and enter into REGULAR SESSION

At 6:15 P.M., Vice Chairman Laverne Coleman made a motion to recess Closed Session, seconded by Commissioner Floyd. The motion unanimously passed.

GENERAL ACCOUNT

Board Attorney Boyd Worley gave a general account of the closed session stating that two potential matters of litigation and one matter of Real Estate was discussed. No action taken.

MOTION:

Commissioner Byrd gave a motion to approve the General Account, seconded by Commissioner Floyd.

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

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

Agenda Item# 5: BOARD MINUTES APPROVAL:

A. February 06, 2023 – Regular Session

MOTION:

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

Agenda Item #6: APPROVAL OF AGENDA and AGENDA:

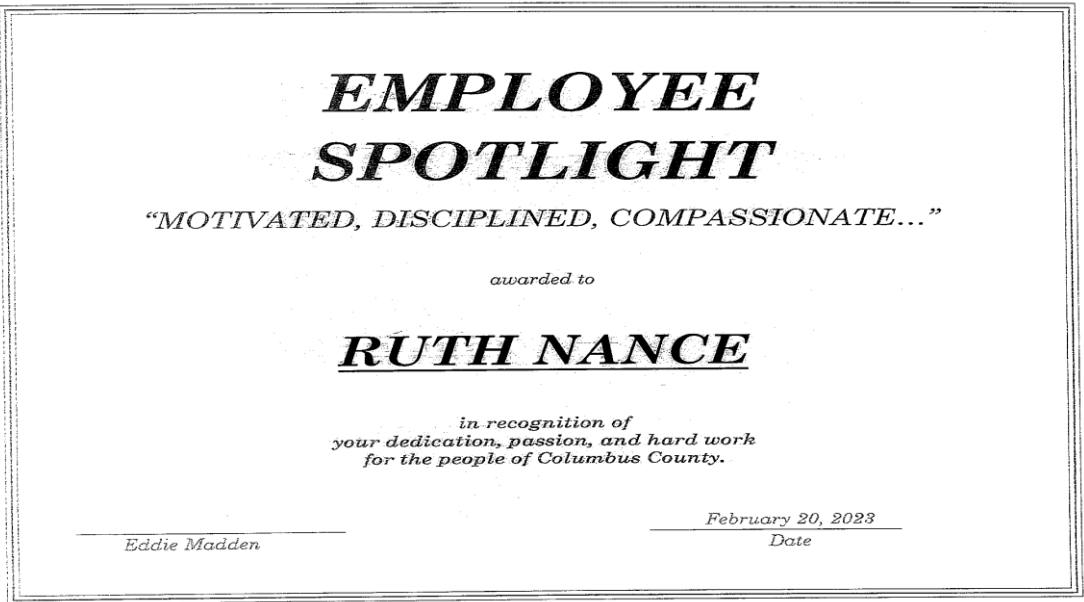
Commissioner Byrd made a motion to approve the Agenda, seconded by Vice Chairman Coleman. The motion unanimously passed.

Agenda Item #7: PUBLIC INPUT:

No public input to be heard.

Agenda Item #8: ADMINISTRATION – EMPLOYEE SPOTLIGHT:

County Manager Eddie Madden will recognize Solid Waste employee Ruth Nance.



TELEPHONE
910-642-2828

Columbus County
PUBLIC UTILITIES

FAX
910-642-1041



November 29, 2022

Columbus County Human Resources
c/o Kay Stephens
127 West Webster Street
Whiteville, NC 28472

Dear Mrs. Stephens,


I am writing this letter to nominate Ruth Nance for the Employee of the Year award. She is a great employee, a huge asset to our department, and is deserving of this award and recognition.

Ruth is the Scale House Operator for the Columbus County Solid Waste Department. She is directly responsible for duties including the daily operation of the scales at the transfer station, such as weighing vehicles, assisting the general public, generating weigh tickets, and collecting cash payments from customers. In my years of experience in the Solid Waste Department, Ruth's knowledge of the transfer station is unparalleled. Ruth has consistently carried out the day to day operations of the Columbus County Transfer Station for the last ten (10) years. I don't know of anyone else more qualified to run the transfer station than Ruth.

Ruth has excellent customer service skills. In this type of work, you have to be able to be firm yet courteous when enforcing county and state policies and procedures. Ruth has the ability to provide both customer service skills successfully. She is always happy to assist her customers and looks forward to seeing her usual familiar faces every day. Although Ruth is responsible for her own daily tasks, she is always willing to assist other coworkers with their tasks. Ruth also has an ability to communicate effectively with all of her coworkers.


Despite the overwhelming amount of customers that visit the transfer station daily, Ruth consistently completes her tasks in a timely manner. Her commitment to the Columbus County Transfer Station is unequalled. Ruth is dedicated to her job as well as to Columbus County.

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

Sincerely,

Harold Nobles,
Solid Waste Director

Agenda Item #9: PROCCLAMATION of BLACK HISTORY MONTH:

Columbus County Local Government will recognize February, 2023 as Black History Month.



Columbus County

PROCLAMATION

Black History Month

Whereas, Black History Month affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and

Whereas, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups;

Now therefore; we urge our residents to join together in making this period of rededication to the principles of justice and equality for all people.

APPROVED and ADOPTED this the 20th day of February, 2023

Columbus County Commissioners

| | | |
|-------------------------|-------------------------------|---------------------------------|
| Chairman, Ricky Bullard | Vice Chairman Laverne Coleman | Edwin H. Madden Jr., Manager |
| Brent Watts | Giles E. Byrd | Boyd Worley, Board Attorney |
| Chris Smith | Barbara Featherson | Amanda Prince, Staff Attorney |
| Scott Floyd | | Jana Nealey, Clerk to the Board |

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Agenda Item #10: PRESENTATION – NC ASSOCIATION of COUNTY COMMISSIONERS PRESENTATION:

Neil Emory and Charles Eaton from the NACC will provide a presentation to discuss the variety of programs and resources they offer.

Agenda Item #11: PRESENTATION – NC DEPARTMENT of INSURANCE INFORMATION (NCDOI):

Regional Director Yvonne Norris will present information about the new NCDOI location in Whiteville.

Agenda Item #12: PRESENTATION – NC DEPARTMENT of ENVIRONMENTAL QUALITY (NCDOQ):

Program Manager Rob Emens will conduct a presentation to provide an update on the eradication of Giant Salvinia from the Gapway Swamp project. (

NC INVASIVE PLANT COUNCIL

- NC INVASIVE PLANTS
- ANNUAL SYMPOSIUMS
- PROJECTS
- AWARDS

image.



The following photos are of the two water-level-control structures at Richardson Pond. One structure is a flashboard riser and the other is a spillway. Giant Salvinia plants were being carried by water flow leading to downstream spread.

NC INVASIVE PLANT COUNCIL

- NC INVASIVE PLANTS
- ANNUAL SYMPOSIUMS
- PROJECTS
- AWARDS

The following photos are of the far upstream reach of Richardson Pond. This bridge is along SR-1346 (Gapway Church Rd.). This area is ~300' downstream of the Buffkin Pond dam. This area was heavily infested with Giant Salvinia.



The following photos are of Buffkin Pond. Both photos were taken from the lower end of the pond, on the north side. The trees in the background of the first photo are growing on what remains of the dam; the dam failed (circa 1970's?). Giant Salvinia can be seen in the the forefront of the photo. The second photo shows the area adjacent to the dam. This photo was taken with a telephoto lens. This lower reach of Buffkin Pond (adjacent to the dam) is occupied, almost entirely, by floating mats of vegetation called tussocks.

Giant Salvinia eradication project at Gapway Swamp

What is Giant Salvinia?

An invasive aquatic plant, Giant Salvinia is one of the most problematic aquatic weeds globally. Giant Salvinia is listed by the NCDA as a Noxious Weed and is also federally regulated. Giant salvinia is a floating fern. It poses a serious ecological threat to freshwater systems, including lakes, ponds, streams, rivers and wetlands. A population of Giant Salvinia will rapidly spread throughout a waterway. It will form thick mats across the surface of the water and populations can double in size within two weeks (during typical summer conditions). Due to its rapid growth habit Giant Salvinia is an extremely invasive plant. It causes major issues with water intakes, navigation in streams and rivers, and blockages in irrigation canals. Giant Salvinia impedes drainage, which compounds high-water and flood events.

Where is Giant Salvinia?

In July 2020 the North Carolina Department of Environmental Quality – Division of Water Resources (DWR) confirmed a Giant Salvinia infestation in Columbus County. Specifically, Giant Salvinia was observed in Buffkin Pond and Richardson Pond (located near Cherry Grove). Both impoundments are part of the Gapway Swamp watershed. This is the only known infestation of Giant Salvinia in North Carolina.

How extensive is the Gapway Swamp infestation?

In 2020 and 2021 Gapway Swamp was surveyed using drones outfitted with cameras. DWR in cooperation with NC State University estimated the infestation to be ~250 acres.

Is the Giant Salvinia infestation spreading?

Prior to herbicide treatments, which began in 2021, the infestation was spreading downstream of Richardson Pond. Giant Salvinia was observed at multiple road crossings downstream of Richardson Pond. No Giant Salvinia was observed at US-76, which is the furthest downstream crossing of the waterway prior to discharge into South Carolina.

In May of 2021 an herbicide treatment was initiated. The lower reach of Richardson Pond was targeted (~50 acres). The herbicide treatment continued through the summer and into the fall. This treatment halted the downstream spread of Giant Salvinia. The herbicide treatment was expanded in 2022, also targeting the lower reach of Richardson Pond, plus additional acres. That prevented further spread downstream.

What agencies are involved with this project?

DWR has been working with the WRC, NCDA and the USACOE. The South Carolina Department of Natural Resources (SCDNR) was notified of the situation due to the close proximity of the state line and since the Gapway Swamp watershed discharges into SC.

What is the History of Giant Salvinia in North Carolina?

Giant Salvinia was introduced to several sites in NC circa 2001. It was unintentionally brought into the state as a contaminant in the water-garden plant trade. DWR Aquatic Weed Control Program, in partnership with other state agencies, and Pender County, successfully eradicated Giant Salvinia from several sites (including a site in Pender County that is similar to Gapway Swamp). That eradication project ran from 2002-2009. The infestation at Gapway Swamp is probably unrelated to this previous introduction event. Giant Salvinia was likely introduced to Buffkin Pond circa 2013.

Are there photos of the Gapway Swamp site?

Rob Emens

Aquatic Weed Program Manager

NCDEQ - Division of Water Resources

Office 919 707 9012

Agenda Item #13: ATTORNEY’S OFFICE – APPROVAL of a RESOLUTION REFLECTING ATTORNEY GENERAL UPDATE:

Staff Attorney Amanda Prince is requesting approval for a Resolution authorizing execution of opioid settlements and approving the supplemental agreement for additional funds between the state of North Carolina and local governments on proceeds relating to the settlement of opioid litigation.

MOTION:

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

The original Signed Resolution for the Opioid Settlement AG Update, tracking number: 2-20230220-R13 is housed in the clerk’s office.



February 15, 2023

Dear County Commissioners, DSS Directors, and County Managers,

As you know, expanding Medicaid has been a key priority of our department for the past several years. Medicaid expansion offers an unprecedented opportunity to increase access to health care - including mental health and substance use services - across the state, particularly in rural communities. We know that counties have shared that goal and are thankful to our partners at the North Carolina Association of County Commissioners (NCACC) and the North Carolina Association of County Directors of Social Services (NCACDSS) for their advocacy on this issue.

With the swift movement of HB 76 through the North Carolina House, we are excited that expansion may soon be a reality in our state. The bill will receive final consideration by the House on Thursday, February 16. As the legislative process continues, the urgency around expansion is clear: from the statewide behavioral health crisis to our struggling rural hospitals, communities across North Carolina cannot wait another day.

The long-term benefits to our local communities will be significant. We also realize that counties, most notably DSS agencies, will be on the front lines in implementing this program which will be a major undertaking. This comes at a time when DSS has many competing demands in serving the community while also struggling with significant workforce challenges. We are grateful for the substantial efforts of each of the 100 county DSS agencies to serve North Carolinians each day.

NCDHHS is committed to being a partner in implementing expansion and providing counties with the supports they need to be successful. These supports include significant legislative funding to meet the needs outlined by DSS Directors and other strategies to help reduce the workload of counties (including increased automation, efficient enrollment of expansion groups, and leveraging non-merit staff).

The below sections offer more detailed information to support this high-level overview - organized as follows:

- 1) Proposed financial support for counties
- 2) Projected enrollment from Medicaid expansion
- 3) Upcoming technology and process improvements to support county workers
- 4) Benefit of implementing Medicaid expansion by July 1

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

LOCATION: 101 Blair Drive, Raleigh NC 27603

MAILING ADDRESS: 2401 Mail Service Center, Raleigh, NC 27699-2000 www.ncdhhs.gov • TEL: 919-855-4800 • FAX: 919-715-4625

AN EQUAL OPPORTUNITY/ AFFIRMATIVE ACTION EMPLOYER

ARTICLE I Proposed financial support for counties

HB 76 would provide one-time funding for counties to plan for expansion as well as ongoing funding to offset any additional costs. The primary bill sponsor has publicly stated his intent to implement expansion with no cost to counties or the state.

Specifically, HB 76 includes proposed state funding of nearly \$135 million over the next three fiscal years that would draw federal match for eligible expenses:

- \$4 million to counties to prepare to implement Medicaid expansion
- \$70 million for SFY 2023-2024 (this includes an additional \$50 million that was included through an approved amendment to HB 76)
- \$29.6 million for SFY 2024-2025
- \$31.2 million for SFY 2025-2026

NCDHHS has worked with the leadership of the NCACDSS who surveyed counties on their expected costs to implement expansion. We are pleased that the proposed funding in HB 76 meets those projected needs identified by counties.

In addition to the funding proposed in HB 76, there is also an opportunity to leverage a portion of the \$1.8 billion "signing bonus" that is available from the federal government should North Carolina expand Medicaid. NCDHHS is committed to advocating to the NC General Assembly that a portion of this onetime

funding be directed to county DSS agencies to help offset additional costs from the federal continuous coverage unwinding.

NCDHHS has also identified funding to hold counties harmless for a second straight fiscal year from the anticipated decrease in Medicaid funding available to local DSS agencies because of updated guidance from the Centers for Medicare and Medicaid Services (CMS) around administrative claiming.

ARTICLE IIProjected enrollment from expansion

Once fully implemented, expanding Medicaid would ensure access to affordable health insurance coverage for about 600,000 North Carolinians. However, it is important to note that approximately half of the expansion population is already in our systems which will mitigate additional work at the county level. NCDHHS estimates that about 300,000 beneficiaries already receiving limited benefits may be eligible for full Medicaid through expansion. These applications have already been processed by local DSS staff and those that may be eligible for full coverage can be automatically designated through NCFAST without county staff touching the application.

ARTICLE IIIUpcoming technology and process improvements to support county workers

To help support counties, the department has worked hard to increase efficiencies in our current application and redetermination processes that will begin launching in April to reduce county workload including:

- Increased automation of redeterminations if a beneficiary is determined eligible, based on electronic matches, for the same benefit
- Automating NCFAST to use FNS income if it is more recent to determine Medicaid eligibility (targeted for April or May)
- Increased automation for new applications if a beneficiary is determined eligible, based on electric matches (targeted for April)

RESOLUTION BY THE COUNTY OF COLUMBUS
AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SUPPLEMENTAL AGREEMENT FOR
ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING
TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Columbus County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Columbus County hereby authorizes the County Manager to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 20th day of February, 2023.

Ricky Bullard, Chair
Columbus County Board of Commissioners

ATTEST:

Jana Nealey, Clerk to the Board

SEAL

Agenda Item #14: ATTORNEY’S OFFICE - APPROVAL of a RESOLUTION for INTERLOCAL AGREEMENTS:

Staff Attorney Amanda Prince is requesting approval of the Interlocal Agreements for Building Inspections in Tabor City, Fair Bluff, and Cerro Gordo.

MOTION:

Commissioner Byrd made a motion to approve the Resolution, Second by Commissioner Floyd. The motion unanimously passed.

The original Signed Resolution for the Interlocal Agreements, tracking number:3-20230220-R14 is housed in the clerk’s office.

ARTICLE IVINTERLOCAL AGREEMENT FOR ENFORCEMENT OF BUILDING INSPECTIONS

This Agreement made and entered into this ____ day of February, 2023, by and between the Town of Cerro Gordo, a municipal corporation having charter granted by the State of North Carolina, hereafter referred to as "Municipality", and Columbus County, a body politic and a subdivision of the State of North Carolina, hereafter referred to as "County";

WHEREAS, the Municipality is desirous of having the County inspect and have enforcement authority within said Municipality's corporate limits and extraterritorial jurisdiction.

WHEREAS, the County, in accordance with and under the auspices of N.C. General Statute 160A-461, will enter into an Interlocal Agreement for the purpose of conducting building inspections; and

WHEREAS, under 160A-461, a Municipality and County may, by agreement, cede its territory to the other for the purpose of enforcement of select ordinances and regulations.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, the parties hereto agree as follows:

- 1. Term. The term of this Agreement is from date of approval through June 30, 2023, and shall automatically renew each year on July 1, unless terminated as provided herein.
- 2. Responsibilities.
 - A. Municipality. The Municipality agrees to:
 - a. provide any pre-permit reviews of any applicable Municipal ordinances or regulations;
 - b. provide certification (where necessary) that said plans are in accordance with Municipal regulations, plans, and other documentation needed for review under applicable zoning codes;
 - c. adopt the County's current building code fee schedule;
 - d. collect any applicable zoning permit fees and issue zoning permits in accordance with the town's zoning ordinance;
 - e. not hold County responsible for enforcement of any other Municipal ordinance or regulations unless specifically contracted for.
 - B. County. The County agrees to:
 - a. provide all applicable inspections in regards to buildings, piers, plumbing, HVAC, and electrical in accordance with the North Carolina Building Codes;
 - b. issue all permits under this ordinance;
 - c. perform site inspections as necessary;
 - d. collect and deposit into the county's bank account all fees associated with building inspections.
 - e. provide the Municipality a copy of all Certificate of Occupancies.
- 3. Termination. This agreement may be terminated by thirty (30) days’ notice and upon mutual agreement by and between the County and Municipality.
- 4. Open Projects. The County shall bill the Municipality at the County’s building code fee schedule to close out active permits.

5. Entire Agreement. This Agreement is the only agreement between the parties and contains all the terms agreed upon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by the respective parties, all duly authorized by the respective Governing Boards and the authority duly given to their respective officials, all duly given the day and year first written above.

ATTEST:

COLUMBUS COUNTY

Jana Nealey

Ricky Bullard, Chairman

ATTEST:

TOWN OF CERRO GORDO

ARTICLE VINTERLOCAL AGREEMENT FOR ENFORCEMENT OF BUILDING INSPECTIONS

This Agreement made and entered into this ____ day of February, 2023, by and between the Town of Fair Bluff, a municipal corporation having charter granted by the State of North Carolina, hereafter referred to as "Municipality", and Columbus County, a body politic and a subdivision of the State of North Carolina, hereafter referred to as "County";

WHEREAS, the Municipality is desirous of having the County inspect and have enforcement authority within said Municipality's corporate limits and extraterritorial jurisdiction.

WHEREAS, the County, in accordance with and under the auspices of N.C. General Statute 160A-461, will enter into an Interlocal Agreement for the purpose of conducting building inspections; and

WHEREAS, under 160A-461, a Municipality and County may, by agreement, cede its territory to the other for the purpose of enforcement of select ordinances and regulations.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, the parties hereto agree as follows:

1.

Term. The term of this Agreement is from date of approval through June 30, 2023, and shall automatically renew each year on July 1, unless terminated as provided herein.
2.

Responsibilities.
- C.

Municipality. The Municipality agrees to:

a.

provide any pre-permit reviews of any applicable Municipal ordinances or regulations;

b.

provide certification (where necessary) that said plans are in accordance with Municipal regulations, plans, and other documentation needed for review under applicable zoning codes;

c.

adopt the County's current building code fee schedule;

d.

collect any applicable zoning permit fees and issue zoning permits in accordance with the town's zoning ordinance;

e.

not hold County responsible for enforcement of any other Municipal ordinance or regulations unless specifically contracted for.
- D.

County. The County agrees to:

a.

provide all applicable inspections in regards to buildings, piers, plumbing, HVAC, and electrical in accordance with the North Carolina Building Codes;

b.

issue all permits under this ordinance;

c.

perform site inspections as necessary;

d.

collect and deposit into the county's bank account all fees associated with building inspections.

e.

provide the Municipality a copy of all Certificate of Occupancies.
6.

Termination. This agreement may be terminated by thirty (30) days' notice and upon mutual agreement by and between the County and Municipality.

- 7. Open Projects. The County shall bill the Municipality at the County’s building code fee schedule to close out active permits.
- 8. Entire Agreement. This Agreement is the only agreement between the parties and contains all the terms agreed upon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by the respective parties, all duly authorized by the respective Governing Boards and the authority duly given to their respective officials, all duly given the day and year first written above.

| | |
|-------------|-------------------------|
| ATTEST: | COLUMBUS COUNTY |
| <hr/> | <hr/> |
| Jana Nealey | Ricky Bullard, Chairman |
| ATTEST: | FAIR BLUFF |
| <hr/> | <hr/> |

ARTICLE VIINTERLOCAL AGREEMENT FOR ENFORCEMENT OF BUILDING INSPECTIONS

This Agreement made and entered into this ____ day of February, 2023, by and between the Town of Tabor City, a municipal corporation having charter granted by the State of North Carolina, hereafter referred to as "Municipality", and Columbus County, a body politic and a subdivision of the State of North Carolina, hereafter referred to as "County";

WHEREAS, the Municipality is desirous of having the County inspect and have enforcement authority within said Municipality's corporate limits and extraterritorial jurisdiction.

WHEREAS, the County, in accordance with and under the auspices of N.C. General Statute 160A-461, will enter into an Interlocal Agreement for the purpose of conducting building inspections; and

WHEREAS, under 160A-461, a Municipality and County may, by agreement, cede its territory to the other for the purpose of enforcement of select ordinances and regulations.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, the parties hereto agree as follows:

- 1. Term. The term of this Agreement is from date of approval through June 30, 2023, and shall automatically renew each year on July 1, unless terminated as provided herein.
- 2. Responsibilities.
 - E. Municipality. The Municipality agrees to:
 - a. provide any pre-permit reviews of any applicable Municipal ordinances or regulations;
 - b. provide certification (where necessary) that said plans are in accordance with Municipal regulations, plans, and other documentation needed for review under applicable zoning codes;
 - c. adopt the County's current building code fee schedule;
 - d. collect any applicable zoning permit fees and issue zoning permits in accordance with the town's zoning ordinance;
 - e. not hold County responsible for enforcement of any other Municipal ordinance or regulations unless specifically contracted for.
 - F. County. The County agrees to:
 - a. provide all applicable inspections in regards to buildings, piers, plumbing, HVAC, and electrical in accordance with the North Carolina Building Codes;
 - b. issue all permits under this ordinance;
 - c. perform site inspections as necessary;
 - d. collect and deposit into the county's bank account all fees associated with building inspections.
 - e. provide the Municipality a copy of all Certificate of Occupancies.

- 9. Termination. This agreement may be terminated by thirty (30) days’ notice and upon mutual agreement by and between the County and Municipality.
- 10. Open Projects. The County shall bill the Municipality at the County’s building code fee schedule to close out active permits.
- 11. Entire Agreement. This Agreement is the only agreement between the parties and contains all the terms agreed upon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by the respective parties, all duly authorized by the respective Governing Boards and the authority duly given to their respective officials, all duly given the day and year first written above.

ATTEST: COLUMBUS COUNTY

Jana Nealey

Ricky Bullard, Chairman

ATTEST: TOWN OF TABOR CITY



Resolution to Approve Interlocal Agreements for
Building Inspection Services

WHEREAS, Columbus County currently provides building inspection services for the unincorporated areas of the county; and

WHEREAS, the Town of Tabor City, the Town of Cerro Gordo, and the Town of Fair Bluff require assistance to provide citizens in the said municipalities with building inspection services; and

THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF COLUMBUS RESOLVES THAT The Board of Commissioners hereby approves of Interlocal Agreements with the Town of Tabor City, the Town of Cerro Gordo, and the Town of Fair Bluff for the county to provide building inspection services to citizens in said municipalities.

Adopted this the 20th day of February, 2023.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Ricky Bullard, Chairman

Attested By: _____

Jana Nealey, Clerk to Board

Agenda Item #15: OPIOD SETTLEMENT – BUREAU of JUSTICE ASSISTANCE (BJA) GRANT PROPOSAL:

Cynthia (Sid) Wiford is requesting approval to apply for a BJA Grant in order to fund the planning for a shared Adult Drug Court with Bladen County, NC.

MOTION:

Vice-Chairman Coleman made a motion to approve the BJA Grant Proposal, seconded by Commissioner Byrd. The motion unanimously passed.



Analytics | Consulting | Training

Cynthia "Syd" Wiford, MRC
Principal Consultant
P 919.537.8989
F 919.590.1589
cwiford@act-llc.org
www.act-llc.org

Columbus County, NC Scope of work to apply for BJA Gran to fund the Planning for a shared Adult Drug Court w Bladen County, NC

February 10, 2023

Situation and Value of this work:

The Columbus County Board of Commissioners took the lead in 2022 and initiated a grant to Kate B Reynolds Foundation to study the Opioid and other Drug and Alcohol crisis occurring within the County. Concurrent with the grant award to the County of a 3-year KBR grant for an i-depth SUD Needs Assessment, the Opioid Epidemic as well as the Covid Epidemic was raging throughout the County taking a serious toll on the population. The Strategic Plan identifies the a Drug Treatment Court in its list of priorities for the County to persue within the second year of the plan. The shared grant application will request funds from the Federal Bureau of Justice to plan for an Adult Drug Court which will operate in both Columbus and Bladen Counties under Judge Scoti Ussery, an NC District Court Judge.

The proposal is for ACT Associates, LLC to provide the following services:

- a. *Facilitate the planning process for an Evidence based Practice Adult Drug Court to be established in both Columbus and Bladen Counties in order to .*
- b. *Develop a competitive response to the Federal Bureau of Justice to meet the requirements of the following federal RFP: Coordinate and facilitate the County’s response to RFPs <https://bja.ojp.gov/funding/O-BJA-2023-171509.pdf>.*
- c. *ACT Associates, LLC will also be responsible for the following:*
 - a. *Contact and draft examples of letters of support from collaborative partners.*
 - b. *Submit grant applications to the appropriate funding agencies on behalf of the County to insure the proposal meets all of the funding criteria as required by the funding organization.*
 - c. *Provide a detailed project evaluation plan which meets the RFP requirements to ensure the project meets the goals and objectives of the grant.*

Assumptions for the work:

- 1. ACT Associates, LLC will hold regular conference calls and/or face to face meetings as necessary with the primary Columbus and Bladen County collaborative participants to develop a consensus about the process of developing a Drug Court for Columbus and Bladen Counties that meets the 10 Key Components of an effective Drug Court Process.

Delivering guidance, expertise, and insight to public sector organizations for strategic decision-making, optimal workforce performance, tangible results and positive community impact.

- 2. Columbus County will supply any local data in a timely manner needed to support the applications as needed.
- 3. ACT Associates, LLC would anticipate performing any required project management, technical assistance and/or evaluation for the funded project(s) and would expect that those expenses will be funded by the award of the grant.

Costs: *Not to exceed a total \$12,5000 or \$6250.00 for each County.*

Terms: *ACT Associates, LLC will track all time spent on the project and include an hourly accounting of time spent on the grant application. Payment for the work will be expected within 30 days of the submission of the grant application and upon a submitted invoice for the work to each County.*

Staff Involved:

Cynthia M. Wiford, MRC- Syd has more than 30 years’ experience in public addiction and mental health systems and policy development, 20 of which were spent building and maintaining a private non-profit continuum of care for adult addiction that admitted an average of 3200 clients annually. Most recently, Syd was the Principle Investigator for the Behavioral Healthcare Resource Program where she and her staff provided expert consultation, technical assistance and training services throughout North Carolina for the NC Division of Mental Health, Development Disabilities and Substance Abuse Services. As a consultant, Syd has conducted Needs Assessments and Gap Analysis for state and local systems and was recognized by the Substance Abuse Mental Health Services Administration for her recent work with community needs assessments. In 2012, Syd was nominated to serve on a Committee sponsored by the Council on Social Work Education and SAMHSA/HRSA Center for Integrated Healthcare Solutions to contribute to standardized curricula for graduate Schools of Social Work on Integrated Behavioral Healthcare Policy. Syd held licenses for Clinical Supervision and Clinical Addiction Counselor in the states of Ohio and North Carolina for over 35 years.

Kristy Termina, MSW – Specializes in data collection including developing data sets, data analysis, data reports and performance measure requirements. Kristy has worked on numerous Local, regional needs assessments for substance use and mental health services using evidence-based approaches. She has also been involved in developing effective online Develop online competency based trainings on a variety of subjects inclusive of NC Medicaid Reform and the implementation of the Tailored Plan.

Wei Li Fang, Ph.D.- Li holds a Ph.D. in Educational Evaluation from the University of Virginia. Li has held various professor level evaluator positions at the School of Medicine, University of Virginia, School of Medicine, University of North Carolina at Chapel Hill and most recently has held the position of Director of Research and Development at the Governor’s Institute on Substance Abuse. Most recently Li’s work has centered on the mental health and substance abuse issues of returning veterans and is responsible

for coordinating North Carolina’s returning Veteran’s initiatives. Li has been affiliated with ACT Associates, LLC for the past 5 years and has worked on various projects conducting project evaluations, qualitative and quantitative analysis, interview design and grant and proposal writing.

Attached you will find a listing of grants that our staff have written through the years as a reference for our work.

Wei Li Fang, Ph.D. Grants Funded:

Rehabilitation Research and Training Center, co-author of grant, January 1, 1983 - December 31, 1987, US Department of Education.

Assisting Students Achieve Medical Degrees, author of grant, October 1, 1984 - September 30, 1987, Bureau of Health Professions, US Department of Health and Human Services.

Model Spinal Cord Injury Center, author of grant, October 1, 1984 - September 30, 1989, US Department of Education.

Summer Enrichment Program for Minority Students, author of grant, July 1, 1984 - June 30, 1985, State Council on Higher Education in Virginia.

Minority Student Research Assistantship, author, 1985, US Department of Health and Human Services.

Transfusion Medicine Academic Award, co-author, August 1, 1985 - July 31, 1990, National Heart, Blood, and Lung Institute.

Chinese Americans: Entering the Mainstream, Dr. Fang, P.I., July 1, 1987 - June 30, 1988, Research and Projects Individual Grant, American Association of University Women Educational Foundation.

Develop, Implement, and Evaluate a Model Program and Curriculum in Substance Abuse Education for Medical Students, Residents, and Physicians, author of grant, September 30, 1988 - November 29, 1990, National Institute on Alcoholism and Alcohol Abuse and National Institute on Drug Abuse.

Program to Educate and Support Clergy for a Positive Response to AIDS, author of grant, September 1, 1989 - August 31, 1990, Virginia Department of Health.

Predoctoral Training in Family Medicine, co-author of grant, July 1, 1990 - June 30, 1993, Bureau of Health Professions, US Department of Health and Human Services.

Western Regional AIDS Resource and Consultation Center, author of grant, July 1, 1990 - June 30, 1992, Virginia Department of Health.

Model Demonstration Grants to Institutions of Higher Education, co-author of grant, October 1, 1990 - April 30, 1992, US Department of Education.

Clinical Training Grant for Faculty Development in Alcohol and Other Drug Abuse, author and co-P.I. of grant, October 1, 1990 - September 30, 1995, National Institute on Alcohol Abuse and Alcoholism, National Institute on Drug Abuse, and the Office for Substance Abuse Prevention.

Residency Training in General Internal Medicine, co-author of grant, July 1, 1991 - June 30, 1994, Bureau of Health Professions, US Department of Health and Human Services.

Project APPLE (Athlete Prevention Programming and Leadership Education), co-author of grant, January 1, 1991 - December 31, 1992, National Collegiate Athletic Association.

AIDS Care Consortia, co-author of grant, August 1, 1991 - July 31, 1992, Virginia Department of Health.

Project Starfish, author of grant, August 1, 1991 - July 31, 1993, US Department of Education.

Community Partnership Demonstration Grant, co-author of grant, October 1, 1991 - December 31, 1994, sub-contract from City of Lynchburg, US Office of Substance Abuse Prevention.

The Integration of Alcohol and Other Drug Abuse Education into the Curriculum of Four Medical Schools in North Carolina, co-author of grant, September 1, 1992 - June 30, 1996, The Kate B. Reynolds Health Care Trust.

Center for the Advancement of Generalist Medical Education, Joint Project of the University of Virginia School of Medicine, Medical College of Virginia, and Eastern Virginia Medical School, co-author of grant, November 1, 1992 - April 30, 1994, The Robert Wood Johnson Foundation.

Post-baccalaureate Program, co-author and co-P.I. of grant, September 1, 1993 - August 31, 1996, Bureau of Health Professions, US Department of Health and Human Services.

Summer High School Academic Reach-Up Program (SHARP), co-author and co-P.I. of grant, July 1, 1994 - June 30, 1995, State Council for Higher Education in Virginia.

State-based Program to Reduce the Burden of Diabetes, co-author of grant, J. July 1, 1994 - June 30, 1999, Centers for Disease Control and Prevention.

Plan for Developing Diabetes Care Management in Ghana, co-author of grant, May 1, 1995 - April 30, 1997, Eli Lilly and Company

Assisting Students Achieve Medical Degrees, author of grant, October 1, 1995 - September 30, 1998, Bureau of Health Professions, US Department of Health and Human Services.

Evaluation of TAP 21: Is It Making a Difference?, Dr. Wei Li Fang, P.I., October 1, 1998 – September 30, 2000, Virginia Commonwealth University sub-contract, Center for Substance Abuse Treatment.

Evaluation of the Mid-Atlantic Addiction Technology Transfer Center, Dr. Wei Li Fang, P.I., February 1, 1999 - September 30, 2001, Virginia Commonwealth University sub-contract, Center for Substance Abuse Treatment.

Medical Academic Advancement Program, author of the grant, November 1, 1998 - October 31, 2003, The Robert Wood Johnson Foundation.

Country-wide Dissemination of Diabetes Patient Education Resources in Ghana, co-author of the grant, September 1, 1999 - August 31, 2001, Education and Research Foundation of the American Association of Diabetes Educators.

Project TECH (Transforming Education for Children in their Homes), author of the grant, October 1, 1999 - September 30, 2002, US Department of Commerce.

Enforcing North Carolina's Underage Drinking Laws Program, co-author of grant with Susan Crocker and Barbara Alvarez Martin, Office of Juvenile Justice and Delinquency Prevention, October 1, 2000 – May 31, 2002.

SAFE BABIES: The Determinants of Postpartum Smoke-free States and Relapse, Project Director and co-author of grant with Dr. Adam Goldstein, Robert Wood Johnson Foundation, October 1, 2000 – September 30, 2002.

North Carolina Practice Improvement Collaborative. Primary author of grant and principal investigator, Center for Substance Abuse Treatment, October 1, 2001 – September 30, 2004.

Project Baby First. Primary author of grant. Center for Substance Abuse Prevention, October 1, 2001 – September 30, 2004.

North Carolina Science and Service Consortium. Primary author of grant, SAMHSA and NIMH, October 1, 2003 – September 30, 2004.

Strengthening Treatment Access and Retention. Co-author of grant. CSAT, October 1, 2003 – September 30, 2006.

Mental Health Systems Transformation Project, Project Director. CMS, October 1, 2004 – September 30, 2007.

Project APT (Adopting Prevention and Treatment Science-based Programs). Primary author of grant and Project Director, NIDA, September 2005 – September 2007.

Homeless Veterans Provider Technical Assistance Center, Author of grant and Project Director, US Department of Veterans Affairs, October 2007-September 2011.

Robeson County Bridges for Families Program, co-author and evaluator, Administration for Children and Families, October 1, 2007 – September 30, 2012 and two-year extension, October 1, 2012 – September 30, 2014.

Transformation Transfer Initiative, Project Director, National Association of State Mental Health Program Directors, July 2008 – June 2009.

Facilitating Best Practice Adoption for Wake County Youth. Co-author of grant and later director. John Rex Endowment, January 2011 – August 2012.

Harnett County Veterans Treatment Court, Primary author and evaluator, SAMHSA and Bureau of Justice Administration, October 2016 – September 2019.

Patricia Blackmon BSN, MPH Grants Funded Over \$100,000

Ryan White HIV/AIDS Program - \$580,000
2001, Part C Early Intervention Service

Health Resources & Services Administration (HRSA) - \$400,000
2002, Community Health Center Grant

Robert Wood Johnson Foundation - \$246,000
2004, Innovations in Accreditation

North Carolina Health & Wellness Trust Fund - \$330,000
2005, Health Disparities Initiative

Kate B. Reynolds Charitable Foundation - \$243,000
2007, Peer-Based Health Education

Health Resources & Services Administration (HRSA) - \$675,500
2009, Community Health Center Grant

Kate B. Reynolds Charitable Foundation - \$492,000

2012, Integrated Care

Department of Justice/Office of Justice Programs/Bureau of Justice Assistance - \$363,575
2017, Justice and Mental Health Collaboration Program

Department of Justice/Office of Justice Programs/Bureau of Justice Assistance – \$741,512
2018, Justice and Mental Health Collaboration Program

North Carolina Department of Public Instruction - \$210,438
2018, School Safety Grant

Agenda Item #16: DSS MONTHLY UPDATE:
Social Services Director Algernon McKenzie will present the monthly Social Services update.

MOTION: Vice-Chairman Coleman made a motion to approve the November 21, 2022 minutes as presented, seconded by Commissioner Byrd. The motion unanimously passed.

**Monthly Administrative Update
For January 2023
February 20, 2023 Meeting**

On January 10, 2023, the Community Child Protection Team met at our agency. There were several school social workers and counselors in attendance along with child welfare supervisors. During the meeting there were several cases of school children discussed that we are all involved with. It was a very productive meeting.

On January 11, 2023, I participated on Economic Services Committee zoom meeting with staff from DHHS. During this meeting an update was given on the ending of the emergency allocations for Food & Nutrition. February 2023 is the last month that recipients will receive extra benefits, called emergency allotments or maximum supplements. This is due to a federal change that will end emergency allotments for all states as of March 2023. The state will notify recipients and send out a press release concerning this change. This change is expected to increase the demand on food banks, the WIC Program, and other community stakeholders.

We were informed that Day Care Subsidy spending has increased statewide due to the retroactive market rate increases. Currently the spending level is around 83%. However, counties are encouraged to continue adding children to subsidy as much as possible.

An update was given on Medicaid. North Carolina Health Choice will merge with Medicaid Direct April 1, 2023. This will mean that those individuals on NC Health Choice will have access to full benefits without having a fee.

We were also informed that the Public Health Emergency was to end on April 15, 2023, but may be extended until May 2023.

On January 11, 2023, I received an email from Sean Kenny, with Trillium Health Resources that they will be providing us with gun locks. These gun locks will be given to families involved with child welfare when there is a concern with unsecured fire arms, which is part of the DSS Safety Assessment form. We hope to receive these gun locks sometime in February.

On January 12, 2023, staff from child welfare spent the night at our agency with an autistic child, while waiting on appropriate medical placement.

On January 26, 2023, Ms. Darlene Jenkins-Parks, Nola Wiles, and I participated in a community recruitment fair sponsored by Southeastern Community Action Partnership. The event was held at the Whiteville Recreation Center from 11:00am – 1:00pm. Our table was set up with information about the various programs offered at DSS as well as a listing of jobs available across the agency. We also had applications available for interested individuals to complete. This was a well attended event. We hope to be able to participate in future events to continue to make the public aware of the resources/programs offered at our agency.

Lastly, the NC Association of County Director of Social Services has developed our legislative priorities to submit to the NC General Assembly as they are preparing the 2023 – 2024 State Budget. We have developed three priorities to be presented to help local DSS agencies better serve the citizens and with the increased program demands placed on DSS agencies across the state. They are included in this month’s administrative update. (See attached)

During the month of January, I participated in ten in-person and zoom meetings.

January 2023
Human Services

Adult Services (APS)

APS Reports Accepted: 4
County Wards: 24
Number of Payee Cases: 13
Adults Served APS: 0
Number of Medicaid Transportation Trips: Not available
Amount Requested for Reimbursement: Not available

Children’s Protective Services (CPS)

Reports Accepted: 24
Reports Screened out: 18
Families Receiving In-Home Services: 50
Children Served: 103

Contacts with Families Monthly: 531
Assessments: 17

Foster Care

Foster Children in Foster Homes: 119
Children Placed Outside County: 29
Agency Adoptions: 0
Pending Adoptions: 9
Total Foster Homes Licensed: 6
Total Children in Foster Care: 126

Work First Employment (TANF)

Applications Taken: 16
Applications Approved: 1
Individuals Receiving Benefits: 193
Entered Employments: 0
Number in Non-Paid Work Experience: 0

January 2023
Human Services (continued)

Program Integrity

Collections for Fraud: 240.00
New Referrals: 3
Cases Established: 0

Day Care

Children Receiving Day Care Assistance: 499
Children on the Waiting List: 0
Amount Spent on Day Care Services: \$222,757.00

January 2023

Economic Services

Food & Nutrition

Applications Taken: 203
Applications Approved: 224
Active Cases: 6,878
Benefits Issued: \$3,595,398.00
Participants Served: 13,523

Adult Medicaid

Applications Taken: 67
Cases Terminated: 53
Redeterminations: 387
Applications Processed: 85

Family & Children’s Medicaid

Applications Taken: 166
Applications Processed: 312
Redeterminations: 866
Total Medicaid Cases: 15,452
Total Individuals Receiving: 23,684

Child Support

Absent Parents Located: 101
Orders Enforced: 593
Active Cases: 3,853
Collections: \$387,587.00

HUMAN SERVICES BOARD REPORT

Dwella M. Hall, Program Manager

Vacancies/Updates/News for January, 2023

Intake/Investigation/Assessment:

The Intake/Investigation/Assessment Unit continues to be fully staffed at this time. This Unit continues to receive an abundance of referrals involving substance abuse, domestic violence, and mental health issues, among other things. CPS is assisting the FC unit with incoming cases due to the high volume of children entering custody. The Regional Child Welfare Consultant (RCWC) will be onsite this month and will continue to make monthly contacts to review agency data, policy updates, and casework.

In-Home Services:

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

Foster Care/Permanency Planning:

The Foster Care Unit continues to have two vacancies; Interviews are being conducted. There are currently 126 children in care. We continue to work towards reunifying children back with families and giving them permanency. Due to the high volume of caseloads the CPS and In-home Services unit are assisting Foster Care with case management duties, until staff can be hired and properly trained. The Regional Child Welfare Consultant (RCWC) will be onsite this month and will continue to make monthly contacts to review agency data, policy updates, and casework.

Transitional Unit:

This unit continues to work caseloads while assisting the other Child Welfare Units as needed, particularly in the areas of courtesy requests from other counties, assisting with supervising visits and transporting children in custody. In addition, the Transitional Unit continues to have an influx in home studies and home assessments from other counties and within CCDSS Child Welfare. This Unit continues to assist particularly in the area of making monthly contacts with the large amount of children in foster care. Foster Home Licensing continues to work on completing more licensures to help increase the number of foster home available for the large amount of foster children. The MAPP class is completed with 5 potential foster parents to be added to the roster; once all requirements have been met. The Regional Child Welfare Consultant (RCWC) will be onsite this month and will continue to make monthly contacts to review agency data, policy updates, and casework.

Adult Services:

The Adult Services is fully Staffed, and continues to serve ages 18 and above, with protective services, persons under guardianship, and special assistance in-home case management. We also receive requests for information on available resources available to the adult population. The Adult Home Specialist also continues to work with NC Division of Health Regulation regarding the (3) licensed facilities in Columbus County to ensure compliance in all aspects of licensure. The Regional State Consultant completed a record review on site. No errors reported and cases in good standing.

Work First Employment:

This Unit continues to be fully staffed. Although this unit is open for in-person applications, telephone interviews continue for Work First applications, recertification’s, short-term services and benefits. Certain necessary application documentation can be mailed to individuals that wish to apply and when received back the worker can

conduct telephone interviews to complete that application. Some application information is also being provided for pick-up in the foyer area of the agency. Workers are encouraged to make telephone contacts with clients at least every two weeks to offer support and resources to clients and to encourage program participation. Transitioning back to regular application and case processing is now beginning after COVID-19 waivers ended. The agency continues to have monthly meetings with the state reps by conference calls. The Regional Economic Consultant conducted a telephone consultation this month.

Child Day Care:

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

Program Integrity:

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

Energy Assistance:

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

Low Income Household Water Assistance Program (LIHWAP)

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

Economic Services Program Narrative

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

Submitted by: Darlene Jenkins-Parks, Income Maintenance Administrator

Reporting Month: January 2023

News/Updates/Vacancies

Family & Children Medicaid

The **F&C Medicaid Intake & Processing Unit** currently has no vacancies. This unit has 5 IMC II (Income Maintenance Caseworker II), 1 Clerical and 1 Lead Worker. The newest caseworker has just completed her probation training period, we have 1 caseworker that has recently returned from FMLA (Family Medical Leave) on November 21, 2022 and she has adjusted well with no additional training. Our team is getting prepared for the unwinding of the PHE (Public Health Emergency).

The F&C Medicaid Review Unit

The **F&C Medicaid Review Unit** currently has no vacancies. This unit has 9 IMC II and 1 Lead worker. Every team member has completed the NCFast Learning Gateway Core Function Certification as required by the state. Policy Change updates: Changes in Income During Base Period for Modified Adjusted Gross Income (MAGI) Applications and Recertification’s. The

Income Changes at Recertification: when a change in income is reported or discovered during the recertification process, the caseworker has new steps to follow based on the age of the beneficiary.

Adult Medicaid

The **Adult Medicaid Intake and Processing Unit** has 3 vacant positions and 1 (3 month) employee that is still in training. We have interviewed for these positions and pending the hiring process. The veteran trained caseworkers are carrying the caseloads of the vacant positions. This unit currently has 6 IMC II, 1 Clerical and 1 Lead Worker.

The Adult Medicaid Program is a very complex program where you have to be focused, committed and timely. As the supervisor of the Intake and Processing department, the majority of the turnover is due to the amount of work and time that it takes to complete the Adult Medicaid processing. The pay for the Adult Medicaid Intake and Processing is the same as it is for some of the other departments in the agency where the workload is not as heavy, the policy is not complexed and the completion time for cases are shorter.

The **Adult Medicaid Review Unit** currently has 1 IMC II & Unit Supervisor vacancy.

The unit has 7 IMC II & 1 Lead Worker. There was one applicant in house applied for the supervisor position, however after interview and careful consideration it was determined not to offer the position to this person due to concern about current and past attendance. This position will be re-advertised to include outside agency applicants.

This unit is trying to prepare for the unwinding of the PHE (Public Health Emergency) expected to go live April 1, 2023. This will effect re-certifications ending June 30, 2023. The state has stated there will be training coming in early March to prepare all staff for the new policy as a result of the end of the PHE.

LTC/SA/CAP, Medical Transportation & Housekeeping

The **LTC/SA CAP unit** currently has 2 IMC III staff and 2 vacancies. The 2 experienced IMC III are currently handling all applications and reviews for their caseload and share 1 of the vacant caseloads. While the supervisor is assisting with the caseload she had prior to her promotion. They are handling all case maintenance and program change request. The LTC, CAP and SA department is extremely complex and requires commitment, and the ability to stay focused so that the cases can be processed correctly and timely.

The **MA Transportation department** consists of two workers and no vacancies. The department continues with daily calls, new and updated assessments, scheduling for pickups from vendors, as well as billing for van and mileage.

The **Housekeeping unit** currently has 2 staff and no vacancies. These workers are instructed the importance of cleanliness of our agency.

FNS (Food & Nutrition)

The **FNS Intake/Processing Unit** currently has 7 IMC II and 1 Lead Worker. This unit still has 1 vacancy, which interview was complete on 1/25/2023. And currently pending the hiring process. Hopefully, this will applicant will be hired and his unit will be fully staffed. The positions filled in December these staff are currently in training. There are 4 fully experiences staff that are in the rotation of taking/processing applications. All trainees are currently 2nd party all cases at this time.

The **FNS Review Unit** currently has 2 IMC II positions vacancies that were reposted on 1/11/23 and will closed on 1/26/23. The Unit has 7 IMC II with 1 of them on FMLA since 1/6/23 with anticipated return of 2/13/2 and 1 Lead Worker. The review unit continues to have PHE extensions and waivers in place, some waivers ending March 2023. No definite ending date for PHE waivers as of today. **Maximum allotments will end for all FNS recipients in February 2023.** All Food Banks have been contacted and updated with listings emailed to appropriate staff. Review unit has been assisting Intake team in processing applications with approximately 65 applications this month. We also resumed to each worker assigned to their own caseloads temporarily until waivers end to assure they are familiar with each category of timely, untimely and late records. Focused on keeping our re-certifications/dates and changes completed timely and all reports up to date

Child Support

We have total of 6 vacancies in the Child Support Establishment Unit. The Child Support Unit as a whole is struggling to keep up with the demands of the job due to having six (6) vacant positions and no qualified applicants applying for the positions. We have a new agent currently being trained in the Establishment Unit and we are utilizing both hands on training as well webinars through the State Office.

We prepared a total of 203 cases for court action in the month of JANUARY 2023 for both the Establishment and Enforcement Units. The Establishment Unit has continued to utilize the telephone to interview clients/defendants as well as scheduling in office appointments. The Establishment department is continuing to schedule appointments for the defendants/clients to come to DSS to sign Voluntary support agreements/Consents and any other necessary documents. The Child Support Unit continues to struggle in court as well. We are limited to the number of cases appearing on the calendar and recently child support court has not only handled child support cases but first appearances, juvenile cases, and 50 B court which delays the number of cases being heard for child support and affects our timeframes set by the Feder

al Government. Since returning to the Columbus Co.
There were 149 Child Support orders prepared for the month of January 2023.

2023-2024- N.C. General Assembly Social Services Legislative Priorities

1. Provide adequate funding for programs and placements to serve high acuity children receiving child welfare services with a priority to develop contracts for mandated policies related to the acceptance and discharge of children.

- Foster children with mental health, behavioral and developmental diagnosis require specialized placements that provide services that are needed for treatment and stabilization of behaviors in order to give them a better chance at permanence.
- Local DSS agencies increasingly are having children in our foster care system stay overnight at DSS agencies instead of in residential settings that are trained to work with this population. We continue to see the following challenges with placement providers and their care of foster children:
 - Placement providers are able to deny the acceptance of children, even if clinically recommended.
 - Placement providers are able to discharge children immediately despite them having no other appropriate placement.
 - Lack of placement providers for children with mental health and developmental diagnoses.

North Carolina Association of County Directors of Social Services
3509 Haworth Drive, Suite 402
Raleigh, NC 27609
www.ncacdss.org ; 919-782-4111

Agenda Item #17: SHERIFF’S DEPARTMENT – UPDATE ON GRANT FUNDING:
Sheriff Bill Rogers and Deputy Jerome McMillian announced that the funds from the Governor’s Hwy Safety Program that was taken from the Columbus County Sheriff’s Department in October of 2022 was re-instated in February 2023 which was over \$400,000. The Governor’s Crime Control Grant of \$30,000. Also, we are set to be able to receive grants that we apply for due to the work we have done in the Sheriff’s Department.

Commissioner Featherson Stated: That Grant money will be of great help to your department and please ensure that your new Diversity, Equity, and Inclusion Officer is properly trained.

North Carolina Governor's Highway Safety Program
Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. Equal Opportunity nondiscrimination. The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:

(a) Title VI of the Civil Act of 1964 (42 U.S.C. 2000d seq., 78 stat. 252);

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C-4601)

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);

(d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;

(e) Section 504 of the Rehabilitation Act of 1973, (29 US.C. 794 et seq.), as amended, and 49 CFR Part 27; and

(f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);

(g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);

(h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;

(i) Executive Order 128981 Federal Actions to Address Environment of Justice in Minority Populations and Low-Income Populations;

(J) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency

2. Drug Free Workplace. The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 USC. 8103).

3. Federal Grant Requirements and Contracts. The Agency shall comply with the following statutes and. implementing regulations as applicable.'

(a) Highway Safety Act of 1966 (23 USC. Chapter 4 -), as amended;

(b) Sec. 1906, Pub. L 109-59, as amended by Sec. 4011, Pub. L. 11494;

- (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. Political Activity (Hatch Act) The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501- . 1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. Lobbying.

(a) Certification Regarding Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

- (b) Restriction on State Lobbying. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) Audit Required. Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) Single Audit. Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) Non-Governmental Entities. Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C,,6.22 and 09 NCAC Subchapter 03M7. Instructions for Lower Tier Certification.
- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is e material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

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suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous- A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check this System for Award Management Exclusions website (<https://www.sam.gov/>).
- (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
- (j) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
- (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
- (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. Buy America Act. The Agency and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. Prohibition On Using Grant Funds to Check For Helmet Usage. The Agency and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. Conditions for State, Local and Indian Tribal Governments. State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. Conditions for Institutions of Higher Education. If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.
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12. Conditions for Non-Profit Organizations. If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. Conditions for Hospitals. If the Agency is a hospital, it shall adhere to the standards established by 2

CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supersede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-I through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or
 - (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
 - (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
 - (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not

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made within the three-month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.

- (b) Approval. The Governors Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
 - (c) Unapproved Costs. Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
 - (d) Final Claims for Reimbursement. Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
 - (e) Expending Funds Under This Contract. Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. Project Costs. It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project
11. Program Income. The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. Project Directors. The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. Report Required.
- (a) Quarterly Progress Reports. Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
 - (b) Final Accomplishments Report. A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

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incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) Audit Reports. Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.
14. Out-of-State Travel.
- (a) General. All out-of-state travel funded under this contract must have prior written approval by the Governors Highway Safety Program.
 - (b) Requests. Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
 - (c) Agency Travel Policy Required. For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
 - (d) Agenda Required. Out-of-state travel requests must include a copy of the agenda for the travel requested.
15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following: (a) Certifications Required.
- (i) In-car Camera or Video System. For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
 - (ii) Radar. For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.

(iii) Alcohol Screening Devices. For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch-

(b) Report Required - Monthly Enforcement Data Report. In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- (a) Resolution Required. If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) Resolution Content The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

- (a) Federal Funding, The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

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appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

(b) State Funding. The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

21. Performance. All grants provided by the Governors Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

22. Resolution of Disputes. Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

23. Department Held Harmless.

- (a) For State Agencies. Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) For Agencies Other Than State Agencies. The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

24. Records Access and Retention. The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final

payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

25. Sanctions for Non-Compliance. The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
 - (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
 - (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
 - (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

26. Cancellation, Termination, or Suspension of Contract.

- (a) By the Department. For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

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to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

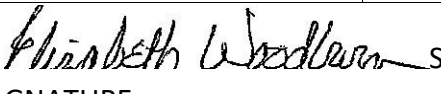
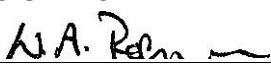
- (b) By mutual consent. The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) Unexpended funds. Any unexpended funds remaining after cancelation or termination will revert to the Department



27- Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. E-Verify requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
29. Certification of Eligibility Under the Iran Divestment Act. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:
- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
 - (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
 - (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. Agency Fiscal Year. The end date for the Agency's fiscal year is June 30th

31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

| AGENCY PROJECT DIRECTOR | | |
|--|--------------------|---------------------------------------|
| NAME | TITLE | ADDRESS |
| Elizabeth Woodburn | Project Director | 805 Washington St Whiteville NC 28472 |
|  GNATURE | DATE 02/14/2023 | TELEPHONE NUMBER 910-918-2626 |
| AGENCY AUTHORIZING OFFICIAL | | |
| NAME | TITLE | ADDRESS |
| William Rogers | Sheriff | 805 Washington St Whiteville NC 2847 |
| SIGNATURE  | DATE 2.02.A | TELEPHONE NUMBER 910-642-6551 |
| AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS | | |

| | | |
|--|------------------|-------------------------------------|
| NAME | TITLE | ADDRESS |
| Lacie Jacobs | Finance Director | 127 W Webster St Whiteville NC28472 |
|  SIGNATURE | | TELEPHONE NUMBER 910-640-6611 |
| DATE  | | |

Agenda Item #18: FINANCE UPDATE – FINANCE REPORT for JANUARY 2023:

Finance Director Lacie Jacobs presented the monthly Finance update for January and is requesting approval

MOTION:

Vice-Chairman Coleman made a motion to approve the January 2023 financial report as presented, seconded by Commissioner Featherson. The motion unanimously passed.

| CITY OF COLUMBUS FINANCIAL SUMMARY REPORT January 2023 | | Percent of Year Complete: 3 | | 58.3% | |
|--|--|-----------------------------|------------|------------|-------------|
| GENERAL FUND (Annual Operating Budget) | | FY 22/23 | ACTUAL YTD | BALANCE | % COLLECTED |
| REVENUES | | BUDGET | TOTALS | REMAINING | YTD |
| AD VALOREM TAXES | | | | | |
| | | 38,752,232 | 28,432,784 | 10,319,448 | 73.37% |
| COURT | | 90,000 | 57,706 | 32,294 | 64.12% |
| SALES TAX | | 13,633,601 | 4,724,267 | 8,909,334 | 34.65% |
| TAX ADMINISTRATION REVENUES | | 48,142 | 1,362 | 46,780 | 2.83% |
| NC JCPC PROGRAM - TEEN COURT | | 77,477 | 45,417 | 32,060 | 58.62% |
| ELECTION FEES | | 54,000 | 957 | 53,043 | 1.77% |
| REGISTER OF DEEDS | | 536,035 | 363,189 | 172,846 | 67.75% |
| SHERIFF | | 2,317,775 | 875,799 | 1,441,976 | 37.79% |
| DETENTION CENTER | | 1,090,000 | 202,568 | 887,432 | 18.58% |
| EMERGENCY MANAGEMENT | | 67,101 | 1,024 | 66,077 | 1.53% |
| INSPECTION | | 390,000 | 198,720 | 191,280 | 50.95% |
| ANIMAL CONTROL | | 37,000 | 12,419 | 24,581 | 33.56% |
| AIRPORT | | 515,000 | 193,315 | 321,685 | 37.54% |
| ECONOMIC DEVELOPMENT/PLANNING | | 113,000 | 3,925 | 109,075 | 3.47% |
| COOPERATIVE EXTENSION | | 1,200 | 947 | 253 | 78.95% |
| SOIL CONSERVATION | | 34,890 | 1,848 | 33,042 | 5.30% |
| DEPARTMENT OF AGING REVENUES | | 1,803,080 | 703,084 | 1,099,996 | 38.99% |
| HEALTH DEPARTMENT | | 3,106,302 | 1,796,694 | 1,309,608 | 57.84% |
| SOCIAL SERVICE | | 7,065,913 | 3,163,192 | 3,902,721 | 44.77% |
| VETERANS SERVICE | | 2,000 | - | 2,000 | 0.00% |
| PUBLIC SCHOOLS | | 37,000 | 9,157 | 27,843 | 24.75% |
| LIBRARY | | 131,000 | 83,504 | 47,496 | 63.74% |
| RECREATION | | 19,500 | 12,731 | 6,769 | 65.29% |
| MISCELLANEOUS REVENUES | | 434,464 | 706,808 | (272,344) | 162.68% |
| TRANSFER FROM REVENUES | | 680,527 | - | 680,527 | 0.00% |
| FUND BALANCE APPROPRIATED | | 2,371,355 | - | 2,371,355 | 0.00% |
| Total General Fund Revenues | | 73,408,594 | 41,591,419 | 31,817,175 | 56.66% |

| GENERAL FUND (Annual Operating Budget) | | FY 22/23 | YTD | BALANCE | % EXPENSED |
|--|--|------------|------------|------------|------------|
| EXPENDITURES | | BUDGET | TOTALS | REMAINING | YTD |
| GOVERNING BODY | | 314,509 | 148,913 | 165,596 | 47.35% |
| ADMINISTRATION | | 1,052,612 | 817,516 | 235,096 | 77.67% |
| PERSONNEL | | 433,465 | 473,003 | (39,538) | 109.12% |
| FINANCE | | 819,548 | 356,275 | 463,273 | 43.47% |
| TAX DEPARTMENT | | 1,712,705 | 883,768 | 828,937 | 51.60% |
| LEGAL DEPARTMENT | | 216,937 | 160,778 | 56,159 | 74.11% |
| NC JCPC PROGRAM - TEEN COURT | | 77,477 | 38,855 | 38,622 | 50.15% |
| FACILITY SERVICES | | 427,858 | 251,118 | 176,740 | 58.69% |
| ELECTIONS | | 519,204 | 308,120 | 211,084 | 59.34% |
| REGISTER OF DEEDS | | 683,907 | 297,546 | 386,361 | 43.51% |
| MANAGEMENT INFORMATION SYSTEM | | 499,850 | 291,513 | 208,337 | 58.32% |
| CENTRAL GARAGE | | 155,133 | 72,916 | 82,217 | 47.00% |
| PUBLIC BUILDINGS - ALL OTHER | | 1,748,986 | 1,099,542 | 649,444 | 62.87% |
| PUBLIC BUILDINGS - POTW | | 51,042 | 167 | 50,875 | 0.33% |
| SHERIFF'S DEPARTMENT | | 9,259,897 | 5,180,170 | 4,079,727 | 55.94% |
| LAW ENFORCEMENT CENTER | | 5,244,025 | 2,720,999 | 2,523,026 | 51.89% |
| EMS | | 31,250 | 17,500 | 13,750 | 56.00% |
| EMERGENCY SERVICES | | 2,291,231 | 1,069,937 | 1,221,294 | 46.70% |
| CORONER MEDICAL EXAMINER | | 30,500 | 28,050 | 2,450 | 91.97% |
| ANIMAL CONTROL | | 908,699 | 406,903 | 501,796 | 44.78% |
| AIRPORT | | 565,624 | 242,306 | 323,318 | 42.84% |
| INSPECTIONS | | 362,991 | 171,630 | 191,361 | 47.28% |
| ECONOMIC DEVELOPMENT/PLANNING | | 1,191,488 | 209,990 | 981,498 | 17.62% |
| COOPERATIVE EXTENSION | | 614,214 | 207,250 | 406,964 | 33.74% |
| SOIL CONSERVATION | | 304,718 | 140,928 | 163,790 | 46.25% |
| DEPARTMENT OF AGING | | 2,866,093 | 1,539,513 | 1,326,580 | 53.71% |
| HEALTH DEPARTMENT | | 5,968,961 | 2,501,174 | 3,467,787 | 41.90% |
| SOCIAL SERVICES ADMINISTRATION | | 9,412,807 | 4,818,725 | 4,594,082 | 51.19% |
| PUBLIC ASSISTANCE PROGRAMS | | 2,098,049 | 1,482,559 | 615,490 | 70.66% |
| VETERANS SERVICE OFFICER | | 166,143 | 90,523 | 75,620 | 54.48% |
| EDUCATION | | 15,881,232 | 8,829,075 | 7,052,157 | 55.59% |
| LIBRARY | | 1,674,460 | 862,723 | 811,737 | 51.52% |
| RECREATION | | 620,622 | 306,467 | 314,155 | 49.38% |
| SPECIAL APPROPRIATIONS | | 1,017,369 | 637,568 | 379,801 | 62.67% |
| TRANSFER TO | | 4,184,988 | 528,433 | 3,656,555 | 12.63% |
| Total General Fund Expenditures | | 73,408,594 | 37,192,454 | 36,216,140 | 50.66% |

| | | |
|---|---|-----------|
| Total Revenue over/(under) Expenditures | - | 4,398,965 |
|---|---|-----------|

| | | | | |
|--|-----------------|---------------|------------------|--------------------|
| COURTHOUSE RENOVATION PROJECT | | | | |
| <u>REVENUES</u> | <u>FY 22/23</u> | <u>YTD</u> | <u>BALANCE</u> | <u>% Collected</u> |
| COURTHOUSE CAP PROJ REVENUES | <u>BUDGET</u> | <u>TOTALS</u> | <u>REMAINING</u> | <u>YTD</u> |
| | 7,757,194 | 55,564 | 7,711,630 | 0.72% |
| <u>EXPENDITURES</u> | | | | |
| COURTHOUSE CAP PROJ EXPENDITURES | 5,986,280 | 28,468 | 5,957,812 | 0.48% |
| HUD SECTION & RENTAL ASSISTANCE | | | | |
| <u>REVENUES</u> | <u>FY 22/23</u> | <u>YTD</u> | <u>BALANCE</u> | <u>% Collected</u> |
| ANNUAL CONTRA EARNED | <u>BUDGET</u> | <u>TOTALS</u> | <u>REMAINING</u> | <u>YTD</u> |
| OTHER REVENUES | 1,518,500 | 781,938 | 736,562 | 51.49% |
| TOTAL HUD REVENUES | 344,400 | 135,451 | 208,949 | 39.33% |
| | 1,862,900 | 917,389 | 945,511 | 49.25% |
| <u>EXPENDITURES</u> | | | | |
| HUD EXPENDITURES | 1,862,900 | 952,492 | 910,408 | 51.13% |
| TRANSPORTATION | | | | |
| <u>REVENUES</u> | <u>FY 22/23</u> | <u>YTD</u> | <u>BALANCE</u> | <u>% Collected</u> |
| | <u>BUDGET</u> | <u>TOTALS</u> | <u>REMAINING</u> | <u>YTD</u> |
| | 1,194,046 | 307,985 | 886,061 | 25.79% |
| <u>EXPENDITURES</u> | 1,194,046 | 488,774 | 705,272 | 40.93% |
| DEBT SERVICE | | | | |
| <u>REVENUES</u> | <u>FY 22/23</u> | <u>YTD</u> | <u>BALANCE</u> | <u>% Collected</u> |
| | <u>BUDGET</u> | <u>TOTALS</u> | <u>REMAINING</u> | <u>YTD</u> |
| | 15,536,002 | 841,953 | 14,694,049 | 5.42% |
| <u>EXPENDITURES</u> | 15,536,002 | 984,924 | 14,551,078 | 6.34% |
| WATER DISTRICTS I-V | | | | |
| <u>REVENUES</u> | <u>FY 22/23</u> | <u>YTD</u> | <u>BALANCE</u> | <u>% Collected</u> |
| WATER DISTRICT I | <u>BUDGET</u> | <u>TOTALS</u> | <u>REMAINING</u> | <u>YTD</u> |
| WATER DISTRICT II | 813,950 | 489,361 | 323,589 | 60.24% |
| WATER DISTRICT III | 1,222,683 | 728,964 | 493,719 | 59.62% |
| WATER DISTRICT IV | 762,213 | 401,110 | 361,103 | 52.62% |
| WATER DISTRICT V | 908,500 | 638,308 | 270,191 | 70.26% |
| COMBINED WATER DISTRICT TOTALS | 763,350 | 564,528 | 188,821 | 73.95% |
| | 4,470,696 | 2,823,272 | 1,647,424 | N/A |
| <u>EXPENDITURES</u> | | | | |
| WATER DISTRICT I | 813,950 | 297,395 | 516,555 | 36.54% |
| WATER DISTRICT II | 1,222,683 | 369,834 | 852,849 | 30.25% |
| WATER DISTRICT III | 762,213 | 248,781 | 513,432 | 32.64% |
| WATER DISTRICT IV | 908,500 | 289,044 | 619,456 | 31.82% |
| WATER DISTRICT V | 763,350 | 215,543 | 547,807 | 28.24% |
| COMBINED WATER DISTRICT TOTALS | 4,470,696 | 1,420,596 | 3,050,100 | N/A |
| SOLID WASTE | | | | |
| <u>REVENUES</u> | <u>FY 22/23</u> | <u>YTD</u> | <u>BALANCE</u> | <u>% Collected</u> |
| | <u>BUDGET</u> | <u>TOTALS</u> | <u>REMAINING</u> | <u>YTD</u> |
| | 6,016,446 | 3,783,651 | 2,232,795 | 62.89% |
| <u>EXPENDITURES</u> | 6,016,446 | 2,762,140 | 3,254,306 | 45.91% |
| Excess revenue over/(under) expenditures | - | 1,021,511 | | |

| | | | | |
|------------------------|-----------------|---------------|------------------|--------------------|
| FIRE DEPARTMENTS | | | | |
| <u>REVENUES</u> | <u>FY 22/23</u> | <u>YTD</u> | <u>BALANCE</u> | <u>% Collected</u> |
| | <u>BUDGET</u> | <u>TOTALS</u> | <u>REMAINING</u> | <u>YTD</u> |
| | 2,034,697 | 1,440,911 | 593,786 | 70.82% |
| <u>EXPENDITURES</u> | | | | |
| Ad Valorem Taxes | 2,034,697 | 1,464,300 | 570,397 | 71.97% |
| Special Appropriations | 258,309 | - | 258,309 | 0.00% |
| | 2,293,006 | 1,464,300 | 828,706 | 63.86% |

| | | | | |
|----------------------------|-----------------|---------------|------------------|--------------------|
| AMBULANCE AND RESCUE UNITS | | | | |
| <u>REVENUES</u> | <u>FY 22/23</u> | <u>YTD</u> | <u>BALANCE</u> | <u>% Collected</u> |
| | <u>BUDGET</u> | <u>TOTALS</u> | <u>REMAINING</u> | <u>YTD</u> |
| | 849,681 | 461,359 | 388,322 | 54.30% |
| <u>EXPENDITURES</u> | | | | |
| Ad Valorem Taxes | 849,681 | 152,548 | 697,133 | 17.96% |

CASH & INVESTMENTS

| | |
|----------------------------------|---------------|
| <u>Cash:</u> | |
| Central Depository - Trust | \$ 6,875,424 |
| Central Depository - NCCMT | \$ 21,505,469 |
| Water Districts - \$7,414,938 | |
| Solid Waste - \$8,596,526 | |
| <u>Investments:</u> | |
| BB&T Savings | 5,041,436 |
| First Citizens Wealth Management | 5,855,474 |
| United Bank - CD | 338,798 |
| Dana Investments/TD Ameritrade | 988,762 |
| Multi Bank Securities | 559,743 |
| First Bank - CD | 2,082,172 |
| Total Investments | \$ 14,866,385 |

FUND BALANCE

| | |
|--|---------------|
| <u>General Fund:</u> | |
| Unavailable Fund Balance (per auditors) | \$ 7,223,150 |
| Committed and Assigned Fund Balance | \$ 13,540,042 |
| Unassigned Fund Balance | \$ 13,582,042 |
| Total Fund Balance | \$ 34,345,234 |
| General Fund Total Expenditure Budget | |
| Unassigned fund balance as % of Gen. Fd. Expend. | \$ 73,408,594 |
| | 18.5% |

Note: The Fund Balance computation listed above is unaudited.
Final computation will be submitted when verified by Auditors
* Statement was not available as of Board Meeting Date

Agenda Item #19: FINANCE UPDATE – REQUESTING APPROVAL for the FOLLOWING BUDGET AMENDMENTS:

- Finance Director Lacie Jacobs presented the following budget amendments for approval.
1. DSS - Supplemental Food Stamp Funding
 2. Solid Waste - LCID Operations
 3. Sheriff GHSP

MOTION:

Commissioner Byrd made a motion to approve the above itemized Budget Amendments as presented, seconded by Commissioner Floyd. The motion unanimously passed

FY 22/23

Date Prepare / Submitted to Admin: January 4, 2023 Date Received in Admin:

We have received addition
Nutrition Services and mus

FY 22/23

Date Prepare / Submitted to Admin

Explanation of Increase or Decrease:
TO CREATE BUDGET FOR GOVERNER HIGHWAY GRANT

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

RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV AND V. Approval of the November 21 2022 meeting minutes.

MOTION:

At 7:45 P.M. Motion by Commissioner Floyd and second by Vice Chairman Coleman to recess regular session and enter into Columbus County Water and Sewer Districts I, II, III, IV and V.

Agenda Item #22: WATER and SEWER DISTRICT I, II, III, IV and V – APPROVAL of the MINUTES:

Requesting the approval of the following water and sewer combination minutes:
1. February 6, 2023

MOTION:

Vice-Chairman Coleman made a motion to approve the February 06, 2023 minutes as presented, seconded by Commissioner Featherson. The motion unanimously passed.

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

MOTION:

Commissioner Byrd a motion to adjourn the meeting, seconded by Commissioner Floyd. The motion unanimously passed.

Agenda Item #23: COMMENTS:

A. Board of Commissioners

1. Commissioner Byrd stated the following:

Mr. Nobles, I have had a lot of questions from people in eastern part of District IV about water. On money hole rd. They are not sure do they need to sign up, or let someone know?

Response from Harold Nobles and Gail Edwards: As part of the EDA Grant we do have Money Hole Rd., a portion of Hwy 74 and Oscar Blanks Rd in the process of getting water. We will work on getting that information out properly.

2. Vice Chairman Coleman stated the following:

I'd like for the community and citizens of Columbus County to volunteer for EMS and Fire and Rescue. We have not had the participation of Volunteers with these squads as we have in previous times. They desperately need help serving the people and being first responders. Volunteer work is thankless but a very important job within the county.

3. Commissioner Featherson stated the following:

Sheriff Rogers, are there times when parts of the county are not covered? And if so what are those times? I had someone call and tell me they called about a person knocking on their door saying they needed help and they were told there was no coverage in that area. Also, I would like to acknowledge that it is Black History Month and I am Black and I am history. I am the first Black Female to sit on this board as a Commissioner. Mr. Harold Troy is also a part of history because he was instrumental in getting District I started.

B. County Manager

1. County Manager Eddie Madden Stated the following:

I would like to remind you of the dates in the information section of your packet, Monday February 27th we will be meeting with community college representatives and Whiteville city schools board with their Budget Proposals. The following date, March 8th is our budget retreat.

The Columbus County School Board will be here on March, 14th to discuss their budget needs. Immediately following this meeting, I will be driving to Surrey County North Carolina for meeting that starts in the morning. It's a meeting that's been scheduled in collaboration with school systems, the hospitals and the Community Colleges to talk about the apprenticeship program that they were hoping to bring here to Columbus county in the very near future so, as soon as this meeting wraps up, I'll be jumping in the car and hitting the road.

Also, a reminder of the Tabor City Chamber of Commerce annual meeting tomorrow evening. Hopefully you will have an opportunity to attend that. This Thursday, the annual COG Banquet if you plan to attend and have not RSVP'd with Mrs. Nealey, please do that by tomorrow if at all possible.

You'll notice the climate in this room is a little more regulated. Thanks to the good work of our Utilities department and Contractors on the H-VAC system that was put in service last week. We would like to extend our condolences to the Watts family, Mr. Banks Watts passed away last week and his services were held today which is why Commissioner Watts is not with us this evening.

We are having a blood drive coming up on March 16th, I would ask our board and the general public to take part from 10:00 A.M. – 12:00 P.M., located at 306 S. Madison St. Madison Street.

You've heard me mention the healing place. I'll reiterate that tonight there is a substance abuse hotline that's online now and that number is (910) 640-8872 again, (910) 640-8872 and there's available for anyone who is seeking treatment due to opioid addiction and other services. Currently we have (8) Columbus county citizens that are there receiving treatment at the healing place. At this point, we're very pleased with it.

One thing our DSS Director made some mention of that is of importance legislatively, I want to reiterate that and 2 others. The first being Medicaid expansion, which was long anticipated. It will make an impact on the community, especially the medical community, hospital systems in the other providers by expanding the numbers of individuals who qualify for Medicaid assistance, what will you also need to know is that our DSS offices are already under considerable strain, as of last week 23 openings in the department and with the expansion of their client base, will put even greater strain on that department, so I know our Director would greatly encourage those who are interested in a career in social services to apply.

Another one is house bill 105, you might want to pay close attention to house bill 105 which is a property tax deferment program that's been introduced on the house floor. It has not gain traction yet, but it is something we need to be keeping our eye on the members of the NC Association County Commissioners certainly are. The program sounds great in concept but there are ramifications to us locally. The program, if adopted, would cap the amount of property taxes of a persons above the age of 65. Sounds great in concept but when 25% of the population is in that age category, it has an impact on the revenues of the county. And, that is without regard to income level, so, the current law is based on an annual household income of approximately \$34,000. This bill, If approved, would have no cap it would apply to any individual or family.

The last one is house bill 122, which is a grave concern to us. you heard our finance Director talk about the UAL unit assistance list we are all on because of prior findings in our audit. Granted, we have had no recent findings but prior years we find ourselves on that list. The LGC has said that we should be coming off the list so we are doing all the right things to come off. The problem with house bill 122 is that this bill would require the withholding of sales tax revenues to cities and counties that are on the UAL list, so you're taking a bad situation and making it worse by withholding revenues that we rely so heavily on, so, if you get a chance to speak with your legislate, legislators, call the association county commissioners and please make mention of those three items and how they impact the operations of county government And then, lastly are you all have signed up but I want to remind you of the economic development training with our staff this Wednesday at 8:30.

Agenda Item #24: ADJOURNMENT:

At 8:02 P.M., Commissioner Byrd made a motion to adjourn; seconded by Vice Chairman Coleman. The motion unanimously passed.