

COLUMBUS COUNTY BOARD OF COMMISSIONERS**Monday, June 26, 2023****5:00 P.M. – Regular Session**

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

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

At 5:00 P.M., Chairman Bullard call the regular session meeting to order.

Regular Session begins at 5:00 P.M.

Agenda Items # 2 and #3: INVOCATION and PLEDGE of ALLEGIANCE:

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

PUBLIC HEARINGS:

At 5:05 P.M., Chairman Bullard opened the floor for the following public hearings:

5:00 PM - Public Hearing – Regarding the text amendment to modify the definition of a Multi-Family Dwelling Unit within the Columbus County Code of Ordinances.

MOTION:

Commissioner Byrd made a motion to close the public hearing, seconded by Vice Chairman Coleman. The motion unanimously passed.

Agenda Item# 4: APPROVAL OF AGENDA:**MOTION:**

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

Agenda Item #5: PUBLIC INPUT:

Columbus County Board of Commissioners			
REQUEST #: <u>(2)</u> <small>(Leave this blank, Clerk will fill in)</small>	TIME REC'D: _____ P.M.	MEETING DATE: _____	
COL. COUNTY DECIDERS (WHITEVILLE)			
NAME: <u>ANDY</u> <small>(First)</small>	<u>white</u> <small>(Middle)</small>	<u>HINSON</u> <small>(Last)</small>	
ADDRESS: _____			
TELEPHONE: <u>(910) 499-1311</u>			
COMMENTS (if desired): <u>Reporting Patricia Millionaire on the Whiteville Deciders - we will be talking about raising the mini wage</u>			
NOTE: Thank you for taking the time to address the Board with your information and concerns. Please give this card to the Clerk no later than thirty (30) minutes after the commencement of the meeting. This will aid in a smooth and harmonious meeting, and, in addition, give more people the opportunity to speak.			

Columbus County Board of Commissioners			
REQUEST #: <u>(1)</u> <small>(Leave this blank, Clerk will fill in)</small>	TIME REC'D: _____ P.M.	MEETING DATE: <u>June 26, 2014</u>	
NAME: <u>Evelyn</u> <small>(First)</small>	<u>R.</u> <small>(Middle)</small>	<u>Youngerman</u> <small>(Last)</small>	
ADDRESS: <u>356 Bitmore Rd</u> <u>Whiteville</u>			
TELEPHONE: <u>(910) 465-5084</u>			
COMMENTS (if desired): <u>Wage for County + State</u>			
NOTE: Thank you for taking the time to address the Board with your information and concerns. Please give this card to the Clerk no later than thirty (30) minutes after the commencement of the meeting. This will aid in a smooth and harmonious meeting, and, in addition, give more people the opportunity to speak.			

Andy Hinson commented:

Evelynn Youngerman commented:

Agenda Item #6: PLANNING BOARD – APPROVAL of the SECOND READING & TEXT AMENDMENT to MODIFY the DEFINITION of a MULTI-FAMILY DWELLING:

County Manager Eddie Madden requested approval of the second reading of the text amendment to modify the definition of a Multi-Family Dwelling Unit within the Columbus County Code of Ordinances. The text amendment will change the definition of multi-family dwellings to include duplex units. The first reading of the amendment was at the June 5th meeting.

MOTION:

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

ORDINANCE NO. _____

TO AMEND THE COLUMBUS COUNTY LAND USE REGULATIONS ORDINANCE, CHAPTER 10, ARTICLE 8 – GENERAL USE DISTRICT ZONING AREA REGULATIONS, SECTION 2, OF THE CODE OF ORDINANCES, TO CHANGE THE DEFINITION OF MULTI-FAMILY DWELLING UNITS FROM “THREE OR MORE HOMES ON A SINGLE PARCEL OR ARE CONSTRUCTED WITHIN A SINGLE BUILDING”, TO “TWO OR MORE HOMES ON A SINGLE PARCEL OR ARE CONSTRUCTED WITHIN A SINGLE BUILDING”.

WHEREAS the Board of Commissioners wishes to amend the Columbus County Subdivision Ordinance and the Code of Ordinances to protect the presence of sensitive natural areas such as floodplains, wetlands, and other natural and cultural assets from development which would damage these resources or diminish their integrity; and,

WHEREAS the Board of Commissioners also wishes to amend the Columbus County Subdivision Ordinance and the Code of Ordinances to protect land areas that are devoted to agriculture and characterized by low-density residential development and, as such, preservation of the rural character of these lands, as well as the protection of valuable farmlands, and environmental and cultural resources, is deemed to be in the best interest of the County and its citizens; and,

WHEREAS the Columbus County Board of Commissioners, in a separate motion, has considered the following amendment and determined that the amendment is consistent with the Comprehensive Land Use Plan and reasonable; and

THEREFORE, The Columbus County Land Use Regulations Ordinance, Chapter 10, Article 8 – General Use District Zoning Area Regulations, Section 2, of the Code of Ordinances is hereby amended to change the definition of Multi-Family Housing from three or more homes on a single parcel or are constructed within a single building to two or more homes on a single parcel or are constructed within a single building.

This amendment shall become effective upon adoption. Adopted this _____ day of _____ 2023.

Ricky Bullard, Chairman
Columbus County Board of Commissioners

**Agenda Item #7: ECONOMIC DEVELOPMENT – APPROVAL of the GRANTEE
ACKNOWLEDGEMENT and AGREEMENT FORM for the GOLDEN LEAF GRANT for the
SOUTHEAST REGIONAL PARK SITE:**

County Manager Eddie Madden requested the approval of the above Golden Leaf Due Diligence Grant for the 43-acre Southeast Regional Park Site.

MOTION:

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

The Golden LEAF Foundation ("Golden LEAF")

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Columbus
2. Number & Title: G-202303-07407 / Southeast Regional Park Site Development
3. Purpose of Grant: This award provides funding to County of Columbus to conduct Golden LEAF approved due diligence analyses on the approximately 50-acre Southeast Regional Park.
4. Amount of Grant: \$50,000.00
5. Award Date: 6/1/2023 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 6 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement (this "Agreement") that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Release of funds is contingent on the grantee securing control of the property consistent with program requirements by August 31, 2023.
 - c) Release of funds is contingent on Golden LEAF staff approval of the due diligence items to be completed.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed copy of this Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Golden LEAF's approval of activities and outcomes that will be used to monitor and assess Grantee's implementation of the project. Unless otherwise directed by Golden LEAF, Grantee must submit proposed outcomes and activities for approval within forty-five (45) days of the Award Date.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
 - e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
 - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of eligibility/permissible use of funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state, or local governmental unit. If the Grantee has a conflicts of interest policy or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. The Grantee may request that the President of the Foundation approve a conflict of interest policy that varies from the requirements of this section. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.
9. ~~regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflicts of interest policy or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. The Grantee may request that the President of the Foundation approve a conflict of interest policy that varies from the requirements of this section. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.~~
11. Procurement/disposition: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section. If equipment purchased by the Grantee using Golden LEAF funds is no longer needed or used for the project funded, the Grantee may donate the equipment to a North Carolina governmental entity or a North Carolina organization recognized as an organization described under Section 501(c)(3) of the Internal Revenue Code. In making such a donation, the Grantee must comply with statutory or regulatory requirements that apply to the Grantee, must use reasonable efforts to ensure that the equipment is used for purposes consistent with this grant, and must document and retain records evidencing the donation in accordance with the terms and condition of this Agreement.
12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing, which may be a communication sent through Golden LEAF's grants management system to the Grantee.
13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding, in this Agreement, or in the budget or other forms approved by Golden LEAF shall take precedence over

or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.

1. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. ~~Interested Person~~ includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of the Interested Person's financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or

14. Policy regarding termination and rescission of grants: The Grantee acknowledges receipt of Golden LEAF's policy regarding termination and rescission of grants, which policy is incorporated in this Agreement by reference and is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.
15. Release of funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be submitted through Golden LEAF's online grants management system in accordance with instruction provided by Golden LEAF, unless otherwise directed by Golden LEAF. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF twice each year, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. The Grantee will submit reports through Golden LEAF's online grants management system in accordance with instructions provided by Golden LEAF, unless otherwise directed by Golden LEAF. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms and in accordance with processes prescribed by Golden LEAF.
17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall be maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the

Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.

20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, parental status, national origin, genetic information, political affiliation, protected veteran status, disability, or any other legally protected status, in connection with the activities of a project funded by Golden LEAF.

21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this

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grant should contain the following language: "This project received support from the Golden LEAF Foundation." The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. The Golden LEAF Brand and Publicity Guide can be accessed at www.goldenleaf.org/brand-and-publicity-guide/. For assistance with publicity, including review of all press releases, please contact Golden LEAF staff (news@goldenleaf.org).

22. Authority to execute/necessary approvals obtained: The individual signing below certifies their authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____

Agenda Item #8: AIRPORT – ESTABLISH JUST COMPENSATION:

Airport Director Phil Edwards requested approval to establish and review just compensation in the amount of \$87,525 for the appraisal which will allow acquisition of and clearing of trees on the 21.88 acres. This property is for the relocation of the Automated Weather Observing System (AWOS) and maintain the required 1,000-foot clear zone around the AWOS.

MOTION:

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

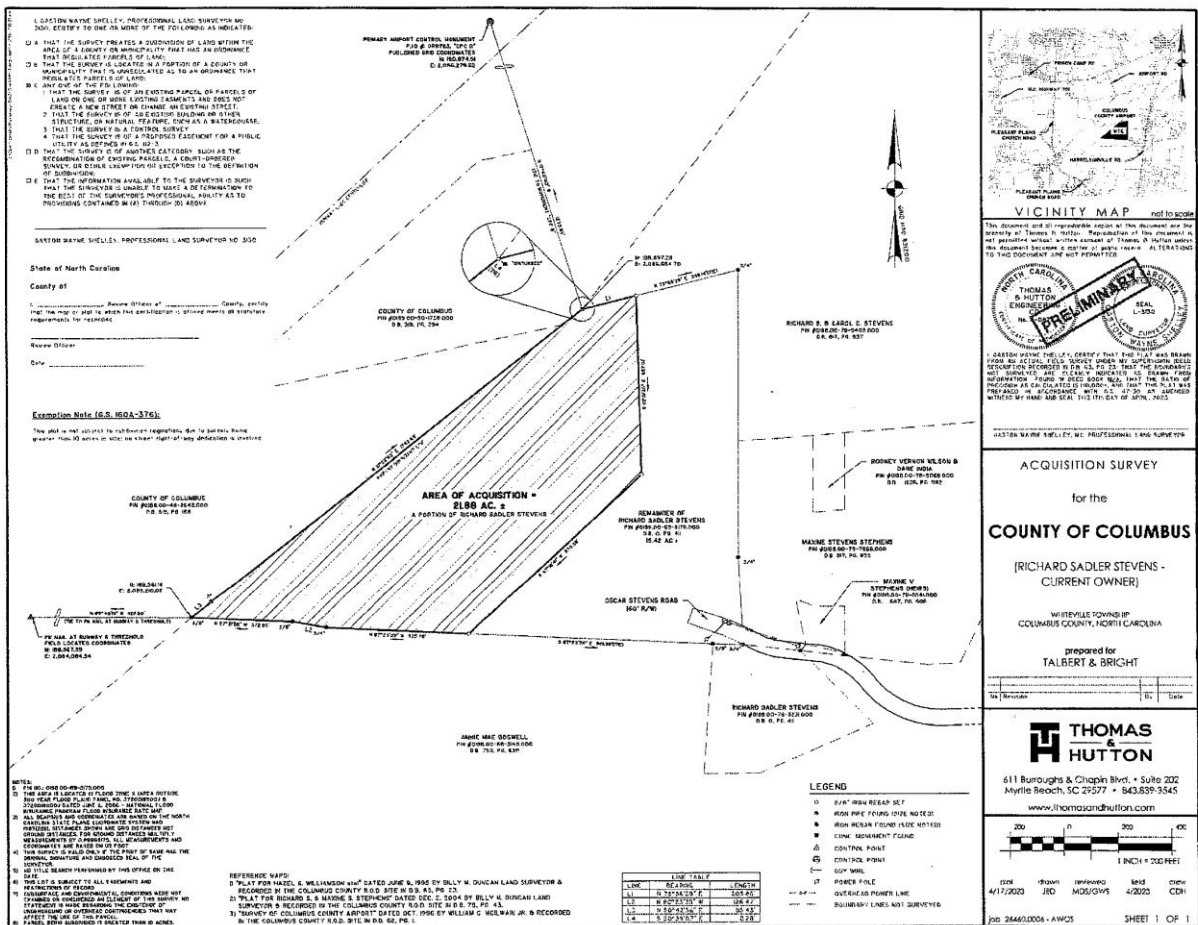
This project includes fee simple acquisition of a portion of one parcel adjacent to Airport property. Acquisition of the 21.88 acres will allow for the relocation of the AWOS and for trees to be removed to maintain the required 1,000' clear zone around the AWOS. This project only involves acquisition of the portion of the parcel and does not propose any development of the property.

1. Richard Sadler Stevens – Fee Simple Acquisition of 21.88 portion of 37.30-acre parcel located on the south side of the airport. The property is located at the end of Oscar Stevens Road, which is on the north side of Harrelsonville Road.

Appraised Amount \$87,525 (\$4,000/acre)

- Appraisal performed by NCDOT Certified Appraiser (Justin Shepperd of Cape Fear Real Estate Group)
- Review Appraisal performed by NCDOT Right of Way Unit
- Boundary Survey performed by NCDOT Prequalified Surveyor (Thomas & Hutton)
- Phase I Environmental Due Diligence Audit performed by NCDOT Prequalified consultant (WithersRavenel)

ATTACHMENT #1



Agenda Item #9: TABOR CITY CHAMBER – REQUESTING PERMISSION to POSSESS, TRANSPORT, RECEIVE, DELIVER, and DISPLAY FIREWORKS at SOUTH COLUMBUS HIGH SCHOOL and WAIVE PERMIT FEE:

The Chamber of Commerce Director requested permission to possess, transport, receive, deliver and display fireworks and Waive Permit Fee for the 36th Annual Columbus County Fireworks Celebration to be held at South Columbus High School on Friday, June 30th.

MOTION:

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



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

Date: May 9, 2023

Re: Columbus County Fireworks Celebration

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

Dear Chairman Bullard,

The Greater Tabor City Chamber of Commerce is hard at work organizing the 36th Annual Columbus County Fireworks Celebration to be held at South Columbus High School on Friday, June 30, 2023.

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

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

We are respectfully requesting that the Columbus County Board of Commissioners consider contributing \$1,000 to this annual event as you have in previous years. The citizens of Columbus County thoroughly enjoy this event.

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

Thank you for all that you do for Columbus County.

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

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

Agenda Item #10: SHERIFF'S OFFICE – APPROVAL of the RESOLUTION and CONTRACT for SHERIFF'S OFFICE MOBILE UNITS to be TRANSFERRED to COLUMBUS CHRISTIAN ACADEMY:

Sheriff Bill Rogers requested approval of the resolution and contract to transfer mobile units to Columbus Christian Academy.

MOTION:

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



**Resolution Authorizing Sale
To Nonprofit for Public Use**

WHEREAS, the County of Columbus owns mobile units 101, 102, 103, 104, 105, and 106; and
WHEREAS, the property is currently surplus property for the County; and
WHEREAS, North Carolina General Statute § 160A-279 permits the County to convey personal property by private sale to a nonprofit corporation, if the County is authorized by law to appropriate money to the corporation; and
WHEREAS, North Carolina General Statute § 160A-497 authorizes the County to undertake programs for the assistance and care of youth in the community through various programs and to contract and appropriate funds to private organizations in order to carry out such programs; and
WHEREAS, The County of Columbus has negotiated with Columbus Christian Academy (hereinafter School) to convey the mobile units listed above, to School, in order that School may improve the building and then operate a school for youth; and
WHEREAS, the operation of a school will assist the County in meeting the needs of its youth;

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

CONTRACT FOR MOBILE HOME TRANSFER

1. Purpose of Transfer

The County of Columbus (hereafter COUNTY) transfers ownership of mobile home units 101, 102, 103, 104, 105, and 106 currently located at the Columbus County Sheriff's office to Columbus Christian Academy (hereinafter referred to as SCHOOL) to provide a building for education purposes.

2. Consideration

Consideration shall be One Dollar and other valuable consideration. The SCHOOL will be responsible for the costs of moving the mobile home units and cleanup after the move at the Sheriff's Office.

3. Warranty

It is understood and agreed, by and between SCHOOL and COUNTY, that the mobile home units are transferred as is and the COUNTY denies any warranty concerning the mobile home units.

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

This the ____ day of _____, 2023.

County of Columbus

By: _____

Ricky Bullard,
Chairman of the Columbus County
Board of Commissioners

Columbus Christian Academy

By: _____

Jennifer Noble,
Principal

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

Columbus County Finance Officer

Agenda Item #11: FINANCE – APPROVAL of the QUOTE for FINANCIAL SOFTWARE from EDMUNDS GOVTECH:

Finance Director Lacie Jacobs requested approval of the quote for financial software from Edmunds GovTech effective July 1st

MOTION:

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

Software Services - Subscription	Amount
AR & Business Licensing - 3 Year	\$1,800.00
Electronic Requisitions - 3 Year	\$2,000.00
Employee Self-Service - 3 Year	\$3,000.00
Finance Super Suite - 3 Year	\$6,000.00
Human Resources - 3 Year	\$5,000.00
Municipal Dashboard - 3 Year	\$1,500.00
Payroll - 3 Year	\$5,000.00
Positive Pay Connector - 3 Year	\$1,000.00
Utility Billing & Collections - 3 Year	\$6,000.00
ViewPoint Dashboard - 3 Year	\$2,500.00
WIPP - AR - 3 Year	\$1,500.00
WIPP - Misc. - 3 Year	\$1,000.00
WIPP - Utility - 3 Year	\$1,500.00
WIPP - Utility IVR - 3 Year	\$2,500.00
Work Orders - 3 Year	\$2,500.00
Annual Fees:	\$42,800.00

Hosting Services	Amount
Hosting (Level I)	\$4,000.00
Annual Fees:	\$4,000.00

Professional Services - Implementation	Amount
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Customer:	Columbus County	Sales Order	
Customer Address:	612 N Madison St Whiteville, NC 28472	Order #:	00005540
Customer County:	Columbus	Sales Order Date:	April 12, 2023
Customer Admin Contact:	Heather Woody	Effective Date:	Date of customer signature below
Customer Admin Phone:	(910) 640-6611	New/Add-On:	Add-on Core
Customer Admin Email:	hwoody@columbusco.org	Sales Rep:	Shane Ireland

Investment Summary

Software Services - Subscription	\$42,800.00
Hosting Services	\$4,000.00
Professional Services - Implementation	\$28,820.00
Professional Services	\$7,800.00
Conversion Services	\$26,500.00
Year 1 Investment:	\$109,920.00

Summary Notes

One-time Implementation Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

One-time Data Conversion Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

One-time Training/Services Fees: 100% will be due upon receipt of the invoice.

Hosting Services Fees: 100% will be invoiced on the Effective Date for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to each anniversary of the Effective Date.

Annual Subscription Fees: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

All invoices shall be paid within 30 days of the invoice date. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Professional Services - Implementation	Amount
ViewPoint Dashboard Implementation	\$1,320.00
WIPP - Utility IVR Implementation	\$4,000.00
One-Time Fees:	\$28,820.00

Professional Services	Amount
Advanced Training - Travel Expenses	\$7,800.00
One-Time Fees:	\$7,800.00

Conversion Services	Amount
Accounts Receivable - Advanced Conversion	\$5,500.00
Customer demographic information	
- Active business license records for current year	
- Does not include any invoice history (open or closed)	
- All Open Invoices	
- Closed Invoices for 1 year based on issue date	
- Billing/Payment history for all converted Invoices	
- All business license records for current and prior year (active and inactive)	
Finance - Advanced Conversion	\$7,500.00
Chart of Accounts	
Summary Account Financial Information for 3 years + current fiscal year budgets	
- Opening/Ending Balances	
- Summarized Year to Date Activity	
- Vendor Master Information	
- Current Calendar Year 1099 Payment Totals	
- Fixed Asset Master Information	
Detailed Financial Information for 3 years + current fiscal year	
- Budget Activity	
- General Ledger Transactions	
- Accounts Payable Check History	
- Open and Paid Purchase Order/Voucher/Invoice/Check History	
Human Resources- Advanced Conversion	\$5,500.00
- Employee Master Information	

Conversion Services	Amount
- Employee Profile History	
- Salary, Position, Education History, etc.	
- Employee ACA Benefit Information	
- Employee Dependent Benefit Information	
- Employee Benefit Time Transaction History for 3 years + current	
Payroll - Base Conversion	\$5,000.00
- Employee Master Information	
- Current Year Check History	
- Gross Pay	
- Detailed Deductions	
- Detailed Taxes	
- Net Pay	
- Leave Time Balances	
Work Orders - Advanced Conversion	\$3,000.00
- Open Work Order Information	
- Work Order Information for 3 years + current based on Work Order creation date	
One-Time Fees:	\$26,500.00

Software Services - Subscription Notes	Initial term of the Software Services are a 36 month subscription, commencing 90 days after the Effective Date. Thereafter, the Software Services subscription shall renew automatically for 12-month renewal terms unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.
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Hosting Services Notes	The initial Hosting Services Term shall be 36 months commencing on the Effective Date. The Hosting Services Terms shall renew automatically for 12-month renewal terms at then-current applicable Fees unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.
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Professional Services - Notes	Includes all standard implementations listed under "Professional Services - Implementation".
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Please return executed Sales Orders via

DocuSign or Email to:

Edmunds GovTech, Inc.

Email: SalesOrders@EdmundsGovTech.com

P: 888.336.6999 | F: 609.645.3111

www.EdmundsGovTech.com

Agenda Item #12: FINANCE – APPROVAL of the 22-23 FISCAL YEAR-END RECONCILIATION, and PERMISSION for EDDIE MADDEN to SIGN any REMAINING YEAR-END FISCAL DOCUMENTS from JUNE 26TH – JUNE 30TH :

Finance Director Lacie Jacobs requested approval of the 22-23 Fiscal Year-End Reconciliation and permission for Eddie Madden to sign any remaining year-end fiscal documents from June 26th – June 30th.

MOTION:

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

****THE FY 22-23 END RECONCILIATION DOCUMENTS ARE HOUSED IN THE CLERK’S OFFICE****

Agenda Item #13: APPOINTMENTS / RE-APPOINTMENTS / REPLACEMENTS:

Staff is requested appointments, re-appointments or replacements to the following boards, committees and councils.

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

Zone I:	Barbara Featherson	Zone V:	Brent Watts
Zone II:	Chris Smith	Zone VI:	Ricky Bullard
Zone III:	Giles E. Byrd	Zone VII:	Scott Floyd
Zone IV:	Lavern Coleman		

COMMITTEE	ZONE EB	PERSON(S)	EXP.DATE	BOARD ACTION
Economic Development Commission	IV	J. E. Thompson, Jr.	6/30/2023	Mark Bronski Dis. IV apt.

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

MOTION:

At 5:13 P.M. a Motion was made by Commissioner Watts and second by Commissioner Floyd to recess regular session and enter into Columbus County Water and Sewer Districts I, II, III, IV and V.

NO ACTION TAKEN or BUSINESS TO BE CONDUCTED in the WATER DISTRICTS AT THIS TIME

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

MOTION:

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

Agenda Item #14: COMMENTS:

NO COMMENTS MADE AT THIS TIME

Agenda Item #15: ADJOURNMENT:

MOTION:

At 5:15 P.M., Commissioner Smith made a motion to adjourn; seconded by Commissioner Floyd The motion unanimously passed.

JANA NEALEY, Clerk to the Board

RICKY BULLARD, Chairman