

**COLUMBUS COUNTY BOARD OF COMMISSIONERS****Tuesday, January 17, 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 the Regular Session. The meeting was held on Tuesday due to Monday January 16<sup>th</sup> being Martin Luther King Jr.'s birthday, a recognized holiday.

**COMMISSIONERS PRESENT:**

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

**APPOINTEES PRESENT:**

Eddie Madden, Jr., **County Manager**  
 Boyd Worley, **Board Attorney**  
 Jana Nealey, **Clerk to the Board**

**APPOINTEES ABSENT: (EXCUSED)**

Amanda B. Prince, **Staff Attorney/Deputy Clerk**

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

At 5:45 P.M., Chairman Ricky Bullard called the Tuesday, January 17, 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:****Agenda Item # 2: CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A) (3) ATTORNEY-CLIENT PRIVILEGE****MOTION:**

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

**RECESS CLOSED SESSION and enter into REGULAR SESSION****MOTION:**

At 6:05P.M., Vice Chairman Coleman made a motion to recess Closed Session, seconded by Commissioner Featherson. The motion unanimously passed.

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

Board Attorney Worley gave a general account of the closed session stating that two matters of potential litigation were discussed.

**MOTION:**

At 6:07P.M, Commissioner Byrd made a motion to accept the General Account, and seconded by Commissioner Watts. The motion unanimously passed.

**Regular Session begins at 6:30 P.M.****Agenda Items # 3 and #4: INVOCATION and PLEDGE of ALLEGIANCE:**

The invocation was delivered by Commissioner Barbara Featherson. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Commissioner Watts' 12-year-old son, Briggs Watts.

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

- A) December 5, 2022
- B) December 12, 2022 Emergency Meeting
- C) December 13, 2022 Special Called Meeting
- D) January 3, 2023
- E) January 5, 2023 Emergency Meeting

**MOTION:**

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

**Agenda Item # 6: APPROVAL of the AGENDA:**

**MOTION:**

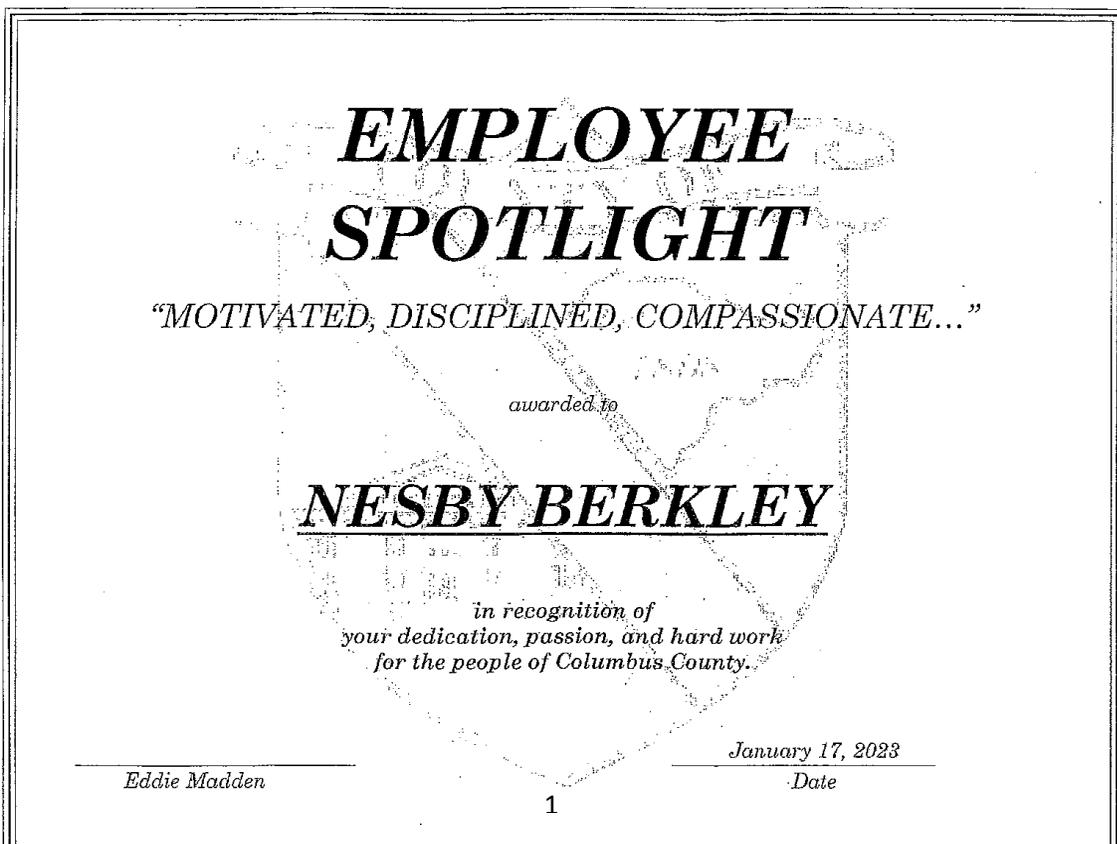
Commissioner Watts made a motion to approve the Agenda, seconded by Vice Chairman Coleman. The motion unanimously passed.

**Agenda Item # 7: PUBLIC INPUT**

There was no public input

**Agenda Item # 8: EMPLOYEE SPOTLIGHT**

County Manager Eddie Madden recognized MIS employee Nesby Berkley.



**Agenda Item # 9: SOUTHEASTERN COMMUNITY COLLEGE COO INTRODUCTION**

Dr. Chris English introduced Southeastern Community College’s new Chief Operating Officer, Ibreta Jackson. Mrs. Ibreta Jackson spoke very briefly about being honored to be a part of the college.

**Agenda Item # 10: ATTORNEY'S OFFICE APPROVAL for a RESOLUTION of OPIOID SETTLEMENT FUNDS**

Board Attorney Boyd Worley clarified that there was a previous approval of a resolution of Opioid Settlement Funds and since then there have been some upgrades and changes as directed by the Attorney General's Office.

**MOTION:**

Commissioner Smith made a motion to approve the updated Resolution of the Opioid Settlement Funds, seconded by Commissioner Floyd. The motion unanimously passed.

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

**WHEREAS** Columbus County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

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

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

**WHEREAS** section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

**NOW, THEREFORE BE IT RESOLVED**, in alignment with the NC MOA, Columbus County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
  - a. Name of strategy: Leadership, Planning, Coordination, Research
  - b. Strategy is included in Exhibit B Exhibit A, Exhibit B)
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: J. K & L
  - d. Amounted authorized for this strategy: \$35,000.00
  - e. Period of time during which expenditure may take place:  
Start date January 1, 2023 through End date December 31, 2023
  - f. Description of the program, project, or activity: Hire a Part-time position or contract to Create County Infrastructure necessary to track County's Opioid Settlement Funding expenditure, outcome data and report to the AG and DHHS
  - g. Provider: Columbus County
2. Second strategy authorized

- a. Name of strategy: Treat Opioid Use Disorders
  - b. Strategy is included in Exhibit B (Exhibit A, Exhibit B)
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 1,2,3,4,7,8
  - d. Amounted authorized for this strategy: \$36,968.00
  - e. Period of time during which expenditure may take place:  
Start date January 1, 2023 through End date December 31, 2023
  - f. Description of the program, project, or activity: Currently no data base exists within the County to consistently track opioid overdoses, arrests or opioid related incidents occurring within the County. County Emergency Services needs implement a database to track Opioid overdoses, arrests incidents across Fire, EMS and Law Enforcement agencies and enable it to complete reports to the local government as well as the state.
  - g. Provider: Columbus County or Contractor
3. Third authorized strategy
- a. Name of strategy: Treat Opioid Use Disorders
  - b. Strategy is included in Exhibit B (Exhibit A, Exhibit B)
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 1,2,3,4,7,8
  - d. Amounted authorized for this strategy: \$289,080.00
  - e. Period of time during which expenditure may take place:  
Start date January 1, 2023 through End date December 31, 2023
  - f. Description of the program, project, or activity: County needs to execute a contract for an estimated need of 10-12 beds annually w The Healing Place of New Hanover County for Services. The County has entered into negotiations w HPNHC to contract with beds available to adult men and women from Columbus County and is in the process of finalizing an agreement. HPNHC will allow individuals with Opioid Use Disorders to be admitted and accept their use of Vivitrol (1/month/injectible naltrexone) to assist them with opioid cravings.
  - g. Provider: Healing Place of New Hanover County
4. Fourth authorized strategy
- a. Name of strategy: Public education, marketing and linkage to SUD services
  - b. Strategy is included in Exhibit B
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: C Connections to Care
  - d. Amounted authorized for this strategy: \$75,000.00
  - e. Period of time during which expenditure may take place:  
Start date January 1, 2023 through End date December 31, 2023
  - f. Description of the program, project, or activity: Create a County staff position to assist county residents to find and access treatment services and serve as the County Liaison for County referrals to the Healing Place of New Hanover County as well as other local treatment and supportive recovery and intervention services to intervene with the County's individual and families affected by opioid use.
  - g. Provider: Columbus County
5. Fifth authorized strategy
- a. Name of strategy: Early Intervention and Connections to Care
  - b. Strategy is included in Exhibit A and Exhibit B

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- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Option A. 6, Option B. 1 & 2
- d. Amounted authorized for this strategy: \$22,326.00
- e. Period of time during which expenditure may take place:  
Start date January 1, 2023 through End date December 31, 2023
- f. Description of the program, project, or activity: County needs to Implement a K-12 EBP Prevention Program in the Whiteville and Columbus County School Systems. Program would be implemented in grade 6 for 3 years then evaluated for effectiveness in the Whiteville and Columbus City School systems. Curricula training for teachers in the model would occur year 1 for all 6<sup>th</sup> grade classroom teachers. Costs also includes student workbooks and curricula materials for the 3 year implementation. Project would train up to 20-6<sup>th</sup> grade teachers and up to 320 students across both school systems
- g. Provider: Botkin "Lifeskills Training"

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$458,284.00.

Adopted this the [ ] day of [ ], 20XX

[ ] Chair  
[ ] County Board of Commissioners

ATTEST:

[ ] Clerk to the Board

**COUNTY SEAL**

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**Agenda Item # 11: EMERGENCY SERVICES – EMS FUNDING DISBURSAL:**

Assistant County Manager Roy "Nick" West explained the request for approval to disburse the (9) board approved \$25,000 allocations to the EMS squads.

**MOTION:**

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

**Agenda Item # 12: REQUEST FOR PUBLIC HEARING FOR THE NEIGHBORHOOD REVITALIZATION GRANT**

Assistant County Manager Gail Edwards requested approval of a Public Hearing for the Neighborhood Revitalization Grant.

**MOTION:**

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

NOTICE OF PUBLIC HEARING  
PROGRAM CLOSE-OUT  
2019 COLUMBUS COUNTY CDBG-NR

Notice is hereby given that the Columbus County Board of Commissioners will conduct a Public Hearing on February 6, 2022 at 6:30 p.m. or as soon as can be heard at the Columbus County Commissioners Chambers within the County Administration Building concerning the Close-out of the Columbus County 2019 CDBG-NR project.

The purpose of this public hearing is to notify citizens of the completion of the project and receive comments relative to the project. Formal written views concerning the project submitted to the Chairman's office will be responded to within ten (10) calendar days.

The total CDBG program cost is \$750,000.00 which represents 100% of the total project funds.

Persons with disabilities or who otherwise need assistance should contact the County Clerk, at 910-640-6600 or TDD# 1-800-735-2962. Accommodations will be made for all who request assistance. Request should be made at least 2 days prior to the public hearing.

This information is available in Spanish or any other language upon request. Please contact Natalie Carroll, at 910-640-6600 or at 127 W Webster St., Whiteville, NC 28472 for accommodations for this request.

Esta información está disponible en español o cualquier otro lenguaje a petición. Póngase en contacto con Natalie Carroll, en 910-640-6600 o en 127 W Webster St, Whiteville, NC 28472 de alojamiento para esta solicitud.

Columbus County: An Equal Employment Provider.

Ricky Bullard  
Chairman  
Columbus County



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CLOSE OUT PUBLIC HEARING NOTICE

### **Agenda Item # 13: APPROVAL TO ACCEPT TWO ECONOMIC DEVELOPMENT GRANTS**

Economic Development Director Gary Lanier is requesting the approval of two Economic Development Grants, Capital Project Ordinances, Budget Amendments, and approval to enter into an agreement with Alliance Engineering for engineering services.

#### **MOTION:**

Commissioner Byrd made a motion to approve the two Economic Development Grants, seconded by Commissioner Smith. The motion unanimously passed.

**THE SOUTHEASTERN PARTNERSHIP, INC.**

**SUBGRANT AGREEMENT  
Columbus County – Potential Industrial Site Study**

This Subgrant Agreement ("Agreement") is hereby entered into by and between The Southeastern Partnership, Inc., a North Carolina non-profit corporation (the "Subgrantor"), and Columbus County, a body politic and corporate of the State of North Carolina, (the "Subrecipient") (referred to collectively as the "Parties").

**RECITALS**

WHEREAS, Subgrantor has received a grant ("Grant") from the North Carolina Office of State Budget and Management ("OSB"), the proceeds of which are to be allocated among the eighteen (18) counties comprising North Carolina's Southeast ("NCSE") for the purpose of funding, in whole or in part, the evaluation or improvement of existing and new industrial sites, construction or renovation of buildings for industrial use, the production of new industrial building plans, and the analysis/marketing/oversight pertinent to spurring new economic growth and development within the NCSE footprint; and

WHEREAS, Subrecipient has applied for a grant of funds out of the Grant (the "Subgrant") to be used to fund the project identified in the Scope of Work attached hereto as Exhibit A (the "Project"); and

WHEREAS, Subgrantor has approved Subrecipient's application and agreed, on and subject to the terms, provisions, and conditions contained in this Agreement, to make a Subgrant to Subrecipient in an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00) (the "Maximum Subgrant Amount"), the proceeds of which will be used to fund the Project in whole or in part.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **SUBGRANT.** Subject to the terms and conditions of this Agreement, Subgrantor agrees to reimburse Subrecipient up to the Maximum Subgrant Amount for costs incurred in connection with the Project described in the Scope of Work either in one (1) lump sum upon completion of the work or pursuant to multiple reimbursement requests, in either case, in accordance with the reimbursement provisions set forth in the Scope of Work and this Agreement. Notwithstanding anything to the contrary in this Agreement, the Maximum Subgrant Amount shall not exceed Forty Thousand and 00/100 Dollars (\$40,000.00).

2. **PERIOD OF PERFORMANCE.** Subrecipient's performance period for this Agreement shall commence on delivery by Subgrantor to Subrecipient of written notice to proceed with the Project and shall continue through December 31, 2023 (the "Estimated Completion Date"). If the Project falls behind schedule by more than one hundred twenty (120) days, Subgrantor may, in its sole discretion, terminate the Subgrant. Notwithstanding anything to the contrary contained herein

or in the Scope of Work, Subrecipient's performance hereunder shall be completed within twenty (20) months after the notice to proceed is delivered.

3. **SUBRECIPIENT'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

(a) Organization, Status and Authority. Subrecipient (i) is duly organized, validly existing, and in good standing under the laws of the state of its formation, (ii) has the power, authority, and legal right to carry on the business conducted by it and to engage in the transactions contemplated by this Agreement, and (iii) has taken all action necessary to authorize the execution and delivery of this Agreement and the performance of all of its obligations thereunder.

(b) Valid Execution and Delivery. This Agreement has been duly executed and delivered by Subrecipient and is the legal, valid, and binding obligation of Subrecipient and is enforceable in accordance with its terms.

(c) No Violations, Conflicts or Liens. The execution and delivery by Subrecipient of this Agreement, and the performance of its obligations thereunder, will not (i) violate any provision of the organizational documents of Subrecipient or any indenture, agreement, or other instrument to which Subrecipient is a party, (ii) be in conflict with, result in a breach of, or constitute (with lapse of time or the giving of notice, or both) a default under, any such organizational document, indenture, agreement or other instrument, or (iii) require action or approval by any third person or any governmental authority that has not already been obtained.

(d) Permits, Approvals, Environmental Matters and Contracts. All presently obtainable public and private consents, permits, licenses, and approvals necessary or required to undertake the Scope of Work have been obtained, and Subrecipient is not aware of any facts which indicate that any such consents, permits, licenses, and approvals to be issued in the future will not be obtainable when requested.

(e) Plans. The final plans and specifications for the Project will comply with all applicable covenants, restrictions, laws, ordinances, rules and regulations, all applicable government authorities, and the beneficiaries of any applicable restrictive covenants.

(f) Vendor Payments. Subrecipient will pay on or before the date all vendor bills incurred by it in connection with the Project and will indemnify and hold Subgrantor harmless from any claim arising from or related to any such vendor bill.

(g) Compliance with Laws. Subrecipient will ensure that the Project proceeds in compliance with all applicable zoning ordinances, building codes, and all other applicable local, regional, state and federal laws, rules, regulations, ordinances, and/or requirements, and will ensure that all governmental permits, licenses, and approvals required in connection with the Project are obtained.

(h) Subrecipient has obtained a guaranteed match of at least twenty-five percent (25%) of the Subgrant amount as evidenced by N/A, attached hereto as Exhibit B. If the Subgrant amount is less than or equal to Fifty Thousand Dollars (\$50,000) and the purpose of the Subgrant is site analysis, site master plans, shell building plans, incubator plans, or build to suit

plans, Subrecipient has obtained a guaranteed match of at least ten percent (10%) of Subgrant amount, as set forth in Exhibit B.

(i) The Subrecipient's Scope of Work attached as Exhibit A is a complete and concise scope of goods or services supported by this Agreement and is consistent with language in S.L. 2021-180, as amended by S.L. 2021-189.

(j) The Subrecipient agrees to use the Subgrant funds in accordance with cost items set forth in the Subrecipient's budget, incorporated in Exhibit A (the "Budget"). Subrecipient may reallocate and/or redistribute among budgeted items up to ten percent (10%) in overall budget costs without the express written permission of the Subgrantor. Subrecipient represents and warrants that the Budget has been prepared by Subrecipient, and Subrecipient represents to Subgrantor that it does include all costs and expenses (the "Aggregate Cost") incident to the Project through the Estimated Completion Date. Subgrantor shall not be required to reimburse Subrecipient for any cost not set forth in the Budget.

(k) The Subrecipient understands and acknowledges that total funding level available under this Agreement will not exceed Forty Thousand and 00/100 Dollars (\$40,000.00). The Subrecipient acknowledges that it has provided the following additional documentation to Subgrantor as Exhibits to this Agreement:

- (i) Internal Revenue Service W-9 form (includes address, Tax ID) – Exhibit C;
- (ii) Policy addressing conflicts of interest – Exhibit D; and
- (iii) Sworn Statement of no overdue tax debts – Exhibit E.

(l) The Subrecipient understands and acknowledges that compliance with (i) all statutory provisions outlined in G.S. 143C-6-22 - Use of State funds by non-State entities, (ii) the regulatory provisions of 9 N.C.A.C. Subchapter 3M, and (iii) the requirements found in S.L. 2021-180, Section 5.2, 5.3, and 40.8 as amended by S.L. 2021-189 is required and covenants to comply therewith.

(m) The Subrecipient covenants and agrees that:

(i) All Subgrant funds will be used for nonsectarian, nonreligious purposes only.

(ii) No Subgrant funds may be used for the annual salary of any individual employee of a nonprofit organization.

(iii) It will submit to Subgrantor within five (5) calendar days after the end of each calendar quarter reports on performance documenting progress in accordance with the project timeline submitted by Subrecipient.

(iv) It will submit a final report on financial and performance progress in accordance with Sections 4(b) and 7(e).

(v) It will comply with 9 N.C.A.C. Subchapter 3M.0205.

(n) Pursuant to G.S. 143C-6-8, the Subrecipient understands and agrees that funding shall be subject to the availability of appropriated funds. In the event of Agreement termination due to lack of adequate appropriated funds, the North Carolina Office of State Budget and Management ("Agency") will ensure that it will pay Subgrantor for services and goods acquired and obligated on or before the notice of Agreement termination, thereby enabling Subgrantor to reimburse Subrecipient for such services and goods.

(o) Subrecipient covenants and agrees that the following text and logo will appear on or be included in all Project materials:

(i) "North Carolina's Southeast provided funding for this project via an appropriation from the State of North Carolina."

(ii) Logo – see attached Exhibit E.

#### 4. SUBGRANTOR'S DUTIES:

(a) The Subgrantor shall ensure that funds allocated and disbursed pursuant to Session Law 2021-180, as amended by S.L. 2021-189, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

(b) The Subgrantor shall:

(i) Require Subrecipient to submit along with its request for reimbursement described in Section 5 a financial and performance reporting document that incorporates the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the Subrecipient to:

(A) Certify that cost reimbursement requests were incurred for the intended purpose.

(B) Provide an accounting for expenses incurred.

(C) Provide activities, accomplishments, and performance measures.

(D) Provide supporting invoices, contracts, payroll information or other documents to support expenditures.

A copy of the form of State Construction and Infrastructure Fund (SCIF) Grant Performance Report is attached hereto as Exhibit G. The required financial data to be reported by Subrecipient shall be entered in the format to be provided to Subrecipient by Subgrantor at a later date.

(ii) Provide a secure method for submitting financial and performance reports.

(iii) Conduct financial and performance monitoring until the contract is completed.

(iv) Subject to Section 2 above, extend the term of this Agreement in the discretion of Subgrantor.

5. **SUBRECIPIENT REIMBURSEMENT.** Upon satisfaction of the Conditions to Reimbursement set forth in Section 6 below, the reimbursement timing requirements established in the Scope of Work, and submission of a duly completed, signed, and certified Reimbursement Request Form, a form of which is attached hereto as Exhibit H, accompanied by all supporting documentation, Subgrantor shall reimburse Subrecipient for the expenses identified in such Reimbursement Request Form within thirty (30) days after receiving such Reimbursement Request. Reimbursements shall be made by corporate check.

6. **CONDITIONS TO REIMBURSEMENT.** Subgrantor shall not be obligated to satisfy a Request for Reimbursement until all of the following conditions have been satisfied by proper evidence, execution and/or delivery to Subgrantor of the following items, all in form and substance satisfactory to Subgrantor:

(a) Subrecipient is in good financial standing with Subgrantor and has paid its annual fiscal year assessment.

(b) Insurance. Originals of the following insurance policies with respect to the Project, together with paid premium receipts, each of which policies shall (i) be issued by companies, contain terms, and provide coverages of types and in amounts, as are satisfactory to Subgrantor, (ii) include provisions for a minimum 30-day advance written notice to Subgrantor of any cancellation, reduction in coverage or other modification, and (iii) designate Subgrantor as an additional insured:

(i) If applicable, an "all-risk," non-reporting builder's risk insurance policy;

(ii) A workmen's compensation insurance policy (provided by the contractor);

(iii) If applicable, a flood insurance policy or evidence that no portion of the Project is located within an area designated as a flood hazard area under the Flood Disaster Protection Act of 1973;

(iv) A liability insurance policy; and

(v) Such other insurance as may be required by Subgrantor.

(c) Compliance with Laws. Evidence that the construction, use, and development of the Project comply with all applicable federal, state, regional and local laws, rules, regulations and ordinances including, without limitation, environmental laws, and that all governmental and private permits, licenses, and approvals necessary for the construction, use, and development of the Project have been obtained.

(d) Permits. Copies of any and all permits required in connection with the Project, together with evidence that all fees for such permits have been paid.

(e) Continuing Representations and Warranties. All of the representations, warranties, and covenants of Subrecipient set forth herein shall be true and correct on and as of the date of the reimbursement request with the same effect as if made on such date.

(f) Satisfaction of Prior Conditions. All conditions of any/all previous reimbursement(s) shall have been, and shall remain, satisfied.

(g) No Defaults. There shall be no default under this Agreement.

(h) Additional Items. Subgrantor shall have received the following additional items, all in form and substance acceptable to Subgrantor and its counsel:

(i) If applicable, a certificate of the inspector acceptable to Subgrantor.

(ii) If requested by Subgrantor, written acknowledgements from any contractor and all materialmen dealing directly with Subrecipient of payment and releases of liens and rights to claim liens through the date of the last preceding reimbursement (and concurrently with the final reimbursement).

(iii) If requested by Subgrantor, evidence that the then-completed portion of the Project, (A) to the extent required, has been duly inspected and approved by all governmental and regulatory authorities, and (B) complies with all applicable zoning ordinances, building codes and all other applicable federal, state, regional and local laws, rules, regulations, and/or requirements.

## 7. FUNDS MANAGEMENT.

The Subrecipient agrees that funds received and expended through this Agreement shall be subject to the following:

(a) Accounted for in a separate fund and accounting structure within the Subrecipient's central accounting and/or grant management system. This shall include accounting for interest earned on these funds.

(b) All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding allocations described in Section 3 above.

(c) Expenditures for travel mileage, meals, lodging and other travel expenses reasonably and necessarily incurred by consultants or contractors directly related to the Project, if any, shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Agreement.

(d) If eligible, the Subrecipient shall:

(i) Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by it in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and

(ii) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their final project status report.

(e) Reported, documented, and certified pursuant to and in accordance with the requirements set forth in Section 4(b) above.

#### 8. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS.

The Subrecipient agrees to submit the report required pursuant to Sections 4(b) and 7(e) when it submits its request for reimbursement pursuant to Section 5. The method for reporting is described in Exhibit G and the format for required financial/expense reporting will be provided by Subgrantor at a later date. All reports and supporting documents shall include the Subrecipient information and shall be submitted as prescribed to the Subgrantor.

The Subrecipient agrees that all program activity results information reported shall be subject to review and authentication as described in Section 10 and Subrecipient will provide access to work papers, receipts, invoices, and reporting records, if requested by the Subgrantor or the OSB, as the OSB executes any monitoring or internal audit responsibilities.

#### 9. AGREEMENT ADMINISTRATORS.

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

Subrecipient and Subgrantor Point of Contact	
Subrecipient Contract Administrator	Subgrantor Contract Administrator
Name: Gary Lanier Address: 127 W. Webster Street Whiteville, NC 28472 Email: glanier@columbusco.org Mobile Phone: (910) 499-1409 Fiscal year end date: June 30th	Steve Yost North Carolina's Southeast 707 W. Broad Street Elizabethtown, NC 28337 Phone: (910) 862-8511 Mobile Phone: (910) 991-5689 Email: stevey@ncse.org

#### 10. MONITORING AND AUDITING.

The Subrecipient acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the Subrecipient are subject to being audited, inspected and monitored at any time by the OSB upon its request (whether in writing or otherwise). The Subrecipient further agrees to provide OSB staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The Subrecipient acknowledges and agrees that, regarding the Subgrant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Subrecipient and are subject to change.

#### 11. TAXES.

The Subrecipient shall be considered to be an independent Subrecipient and as such shall be responsible for all applicable taxes. The Subrecipient agrees to provide the Subgrantor with the Subrecipient's correct taxpayer identification number upon the execution of this Agreement. The Subrecipient agrees that failure to provide the Subgrantor with a correct taxpayer identification number authorizes the Subgrantor to withhold any amount due and payable under this Agreement.

#### 12. SITUS.

This Agreement shall be governed by and construed in accordance with the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Bladen County, North Carolina.

#### 13. COMPLIANCE WITH LAW.

The Subrecipient shall remain independent of and from Subgrantor and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of its employees, assistants, contractors, and subcontractors. The Subrecipient represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Such employees or contractors shall not be employees of or have any individual contractual relationship with the Subgrantor or OSB. The Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements, and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Subrecipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Subgrant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Subrecipient further acknowledges and agrees that, if it grants any of the Subgrant funds awarded hereunder to one or more sub-sub-recipients, the Subrecipient shall, by contract, ensure that said cost principles

are made applicable to and binding upon any and all such sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Subrecipient hereunder.

**14. TERMINATION OF AGREEMENT.**

This Agreement may be terminated by mutual consent upon thirty (30) days prior written notice to the other Party, or as otherwise provided by law or this Agreement. As soon as reasonably possible following termination of this Agreement, the amount of any residual unexpended funds shall be transferred to the Subgrantor.

Subgrantor may terminate this Agreement upon five (5) days prior written notice to Subrecipient if Subgrantor determines in its sole discretion that the Project is not likely to move forward or progress on a timely basis.

**15. AMENDMENTS.**

This Agreement may only be amended in a writing which documents approval of changes by both the Subgrantor and the Subrecipient.

**16. AGREEMENT CLOSE-OUT PROCESS.**

The Subrecipient agrees to submit to the Subgrantor a complete performance and expenditure status report (final report) within thirty (30) days after the completion of the Project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the Subgrantor at that time.

Subrecipient will be deemed noncompliant if its final report is not submitted within the 30-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by both the Subgrantor and OSB, the Subrecipient will receive official notification of Agreement close-out. The letter will inform the Subrecipient that the Subgrantor is officially closing the Agreement and retaining all Agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

[Signatures on following page.]

17. AUTHORIZED SIGNATURE WARRANTY.

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement. In Witness Whereof, the Subrecipient and the Subgrantor have executed this Agreement in duplicate originals, with one original being retained by each Party.

SUBRECIPIENT:

COLUMBUS COUNTY, a body politic and corporate of the state of North Carolina

By: Gary Lanier

Name: Gary Lanier, Economic Development Director

Date: 9-30-2022

SUBGRANTOR:

THE SOUTHEASTERN PARTNERSHIP, INC., a North Carolina nonprofit corporation

By: Steve Yost

Name: Steve Yost, President

Date: 10/6/22

**Exhibit A**

**Scope of Work and Budget**

North Carolina's Southeast Product Development Fund (PDF) Project Overview

<b>PROJECT TITLE:</b>	Columbus County - Potential Industrial Site Study
<b>APPLICANT ORGANIZATION:</b>	Columbus County Economic Development Commission
<b>APPLICANT CONTACT:</b>	Gary A. Lanier, Economic Development Director
<b>PROJECT DESCRIPTION:</b>	The Columbus County EDC will work with an engineering firm to evaluate potential sites in Columbus County for future growth.
<b>DESIRED OUTCOME:</b>	The goal is to locate sites that are marketable to outside industry seeking to locate near the Port of Wilmington with easy access to Future I-74 and I-95.
<b>PDF GRANT AMOUNT REQUESTED:</b>	\$40,000.00
<b>PROJECT COSTS:</b>	
<b>TOTAL PROJECT BUDGET:</b>	\$50,000.00
<b>PROJECT BUDGET DESCRIPTION:</b>	\$50,000 for a site survey in Columbus County
<b>LOCAL MATCH AMOUNT:</b>	\$5,000.00
<b>LOCAL MATCH DESCRIPTION:</b>	Cash equivalent
<b>FINANCIAL STRATEGIC PARTNERS:</b>	Columbus County
<b>ESTIMATED COMPLETION DATE:</b>	12/31/2023

**Exhibit B**

**Match Guarantee**

<u>Local Match Guarantor</u>	<u>Amount</u>
Columbus County	\$5,000.00

**Exhibit C**

**Subrecipient's W-9**

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**COUNTY OF COLUMBUS**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ **GOVERNMENT**

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) **3**

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Apply to accounts maintained outside the US)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**127 WEST WEBSTER STREET**

**6** City, state, and ZIP code  
**WHITEVILLE, NC 28472**

**7** List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	6		6	0	0	0	2	8	9

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here: Signature of U.S. person *Jay Weatherman* Date: **8-2-2022**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

**Exhibit D**

Conflict of Interest Policy

## County of Columbus

### Conflict of Interest Policy

The purpose of the following policy and procedures is to prevent the personal interest of staff members, officers, and directors of County of Columbus from interfering with the performance of their duties to County of Columbus, or resulting in personal financial, professional, and/or political gain on the part of such persons at the expense of County of Columbus.

**Definitions:** Conflict of Interest (also Conflict) means a conflict, or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include staff members, officers, and directors of County of Columbus. Governing Board (also board) means the board of directors. Director means an individual member of the board of directors. Staff member means a person who receives all or part of his/her income from the payroll of County of Columbus.

#### Policy:

1. Full disclosure, by notice in writing, shall be made by the interested parties to the full Board of Directors in all conflicts of interest, including but not limited to the following:
  - a) A director is related to another director.
  - b) A director is related to a staff member.
  - c) A director is also a staff member.
  - d) A staff member in a supervisory capacity is related to another staff member whom he/she supervises.
  - e) A director or staff member receives payment from County of Columbus for any contract, subcontract, goods, or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and board policy.
  - f) A director or staff member is a member of the governing body of a contributor to County of Columbus.
  - g) A director or staff member may have personal, financial, professional, or political gain at the expense of County of Columbus.
  - h) A director or staff member engages in activities that may cause a loss of public credibility in County of Columbus or create a public impression of impropriety.
2. Following full disclosure of a possible conflict of interest or any condition listed above, the board of directors shall determine whether a conflict of interest exists and, if so, the board shall vote to authorize or reject the transaction and/or condition. Both votes shall be by a majority vote without counting the vote of any interested director, even if the disinterested directors are less than a quorum, provided that at least one consenting director is disinterested.
3. An interested director, officer, or staff member shall not participate in any discussion or debate of the board of directors, or of any committee thereof, in which the subject of discussion is a contract, transaction, or situation in which there may be a conflict of interest.
4. No director, officer, or staff member shall participate in the selection, award, or administration of a procurement transaction in which federal or state funds are used, where to his/her knowledge, any of the following has a financial interest in that transaction: (1) the staff member, officer, or director; (2) any member of his/her immediate family; (3) his/her partner; (4) an organization in which any of the above is an officer, director, or employee; or (5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.
5. Existence of any of the above-listed conditions shall render a contract or a transaction voidable unless full disclosure of personal interest is made in writing to the board of directors and such transaction was approved by the board in full knowledge of such interest.
6. The disinterested directors are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a director, officer, or staff member for failure to disclose a conflict of interest as described in Paragraph 1 or for any appearance of a conflict.

- 7. Appeal from sanctions imposed pursuant to Paragraph 5 and 6 above shall be prescribed by law in those courts of the State of North Carolina with jurisdiction over both the parties and the subject matter of the appeal.
- 8. In the event that County of Columbus has incurred costs or attorney fees as a result of legal action, litigation, or appeal brought by or on behalf of an interested director or staff member due to a conflict of interest and consequent sanctions and in the event that County of Columbus prevails in such legal action, litigation, or appeal, County of Columbus shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.
- 9. A copy of this policy shall be given to all directors, officers, and staff members upon commencement of such person's relationship with County of Columbus. Each board member, officer, and staff member shall sign and date the policy at the beginning of his or her term of service or employment and each year thereafter. Failure to sign does not nullify the policy.

Signed: Ricky Bullard

(signature)

Ricky Bullard

(name printed)

03/07/2022

(date)

To ensure the policy is being regularly enforced and monitored for compliance, the Executive Director shall remind board and staff members of the policy annually by email and shall require board and staff members to disclose annually any interests that may give rise to conflict.

Use the section below to disclose any interests that may give rise to conflict:

**Exhibit E**

**Sworn Statement of No Overdue Tax Debt**

(See attached)

Attachment 3

**State Grant Certification – No Overdue Tax Debts**



03/07/2022

**Certification:**

We certify that the County of Columbus does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C. Gen. Stat. § 143C-6-23(c) is guilty of a criminal offense punishable as provided therein.

**Sworn Statement:**

Ricky Bullard and Jerome McMillan being duly sworn, say that we are the Chairman Vice Chairman, respectively, of the Board of Commissioners of Columbus County in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Ricky Bullard  
Board Chair

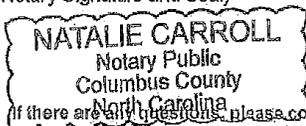
Jerome McMillan  
Board Vice Chair

Sworn to and subscribed before me on the day of the date of said certification.

Natalie Carroll

(Notary Signature and Seal)

My Commission Expires: October 11, 2025



If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:  
[NCGrants@osbm.nc.gov](mailto:NCGrants@osbm.nc.gov) - (919) 807-4795

**Exhibit F**

Specimen North Carolina's Southeast Logo

**Exhibit G**

Form of State Construction and Infrastructure Fund (SCIF)

Grant Performance Report

(See attached)

**State Construction and Infrastructure Fund (SCIF)****Grant Performance Report**

As required by your signed Subgrant Agreement with The Southeastern Partnership Inc., you must report on your use of SCIF Grant funds. This includes outlining activities, accomplishments, and performance measures associated with the grant.

Organization:

Date:

Reporting Period:

Name:

Contract #:

Do you certify that all expenses to date have been submitted for this grant and are reflected in the format attached to or associated with your Request for Reimbursement? Yes  No

Do you certify that all funds to date were used for the purposes for which they were awarded and in compliance with your contract? Yes  No

Please provide a report of activities and accomplishments related to your SCIF Grant Project(s) during this reporting period.

Please provide an update on the objectives, as outlined in your Scope of Work, of the SCIF Grant Project(s). Have you accomplished any of your objectives?

Please provide an update on your expected results, as outlined in your Scope of Work, of the SCIF Grant Project(s). Have you accomplished any of your expected results?

Please provide an update on your performance measures, as outlined in your Scope of Work, for the SCIF Grant Project(s).

Exhibit H

Form of Reimbursement Request

(See attached)

FORM OF REIMBURSEMENT REQUEST

Subgrantor: The Southeastern Partnership, Inc. Reimbursement Request Number: \_\_\_\_\_  
Subrecipient: \_\_\_\_\_ NCSE Grant #: \_\_\_\_\_  
Project: \_\_\_\_\_

In accordance with the Subgrant Agreement (the "Agreement") between Subgrantor and Subrecipient, dated \_\_\_\_\_, Subrecipient requests that \$ \_\_\_\_\_ be reimbursed from Subgrant proceeds. The amount requested above is determined as follows:

1. Payments made to contractor(s) (See associated spreadsheet \$ \_\_\_\_\_ and invoices attached hereto) for \_\_\_\_\_;
2. Payments made for administrative, accounting, and \$ \_\_\_\_\_ compliance soft costs (not to exceed ten percent (10%) of the Subgrant) (see associated spreadsheet and attached invoices);
3. Total amount requested: \$ \_\_\_\_\_

The undersigned Subrecipient does hereby certify, as of the date hereof: that all expenses covered by previous reimbursement reports have been paid; that all sums included in this reimbursement request have been incurred exclusively for items set forth in the Budget included with the Scope of Work; that the warranties and representations of Subrecipient in the Agreement are hereby restated, ratified and confirmed; that all conditions to this reimbursement request have been satisfied; and that there is no default under the Agreement.

Subrecipient certifies the following indicated items are attached hereto and are true, correct and complete, and acknowledges this request is incomplete without the following items, as applicable:

- \_\_\_ a. Reimbursement Request in form required by the Agreement, signed by authorized representative of Subrecipient;
- \_\_\_ b. Spread sheet detailing the specific budget line items from which funds are being requested;
- \_\_\_ c. Invoices supporting hard cost funds being requested, if any; and
- \_\_\_ d. Copies of any invoices and backup required by Subgrantor for all [soft] cost funds being requested.

AUTHORIZED SIGNER:

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

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

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

Schedule H-1

Required Format for Reporting Financial Expenditures

(to be provided)

**THE SOUTHEASTERN PARTNERSHIP, INC.**

**SUBGRANT AGREEMENT**  
Columbus County – SERP Pad Ready Site

This Subgrant Agreement (“Agreement”) is hereby entered into by and between The Southeastern Partnership, Inc., a North Carolina non-profit corporation (the “Subgrantor”), and Columbus County, a body politic and corporate of the State of North Carolina, (the “Subrecipient”) (referred to collectively as the “Parties”).

**RECITALS**

WHEREAS, Subgrantor has received a grant (“Grant”) from the North Carolina Office of State Budget and Management (“OSB”), the proceeds of which are to be allocated among the eighteen (18) counties comprising North Carolina’s Southeast (“NCSE”) for the purpose of funding, in whole or in part, the evaluation or improvement of existing and new industrial sites, construction or renovation of buildings for industrial use, the production of new industrial building plans, and the analysis/marketing/oversight pertinent to spurring new economic growth and development within the NCSE footprint; and

WHEREAS, Subrecipient has applied for a grant of funds out of the Grant (the “Subgrant”) to be used to fund the project identified in the Scope of Work attached hereto as Exhibit A (the “Project”); and

WHEREAS, Subgrantor has approved Subrecipient’s application and agreed, on and subject to the terms, provisions, and conditions contained in this Agreement, to make a Subgrant to Subrecipient in an amount not to exceed Two Hundred Twenty-Two Thousand and 00/100 Dollars (\$222,000.00) (the “Maximum Subgrant Amount”), the proceeds of which will be used to fund the Project in whole or in part.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **SUBGRANT.** Subject to the terms and conditions of this Agreement, Subgrantor agrees to reimburse Subrecipient up to the Maximum Subgrant Amount for costs incurred in connection with the Project described in the Scope of Work either in one (1) lump sum upon completion of the work or pursuant to multiple reimbursement requests, in either case, in accordance with the reimbursement provisions set forth in the Scope of Work and this Agreement. Notwithstanding anything to the contrary in this Agreement, the Maximum Subgrant Amount shall not exceed Two Hundred Twenty-Two Thousand and 00/100 Dollars (\$222,000.00).

2. **PERIOD OF PERFORMANCE.** Subrecipient’s performance period for this Agreement shall commence on delivery by Subgrantor to Subrecipient of written notice to proceed with the Project and shall continue through February 24, 2023 (the “Estimated Completion Date”). If the Project falls behind schedule by more than one hundred twenty (120) days, Subgrantor may, in its sole discretion, terminate the Subgrant. Notwithstanding anything to the contrary contained herein

or in the Scope of Work, Subrecipient’s performance hereunder shall be completed within twenty (20) months after the notice to proceed is delivered.

3. **SUBRECIPIENT’S REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

(a) **Organization, Status and Authority.** Subrecipient (i) is duly organized, validly existing, and in good standing under the laws of the state of its formation, (ii) has the power, authority, and legal right to carry on the business conducted by it and to engage in the transactions contemplated by this Agreement, and (iii) has taken all action necessary to authorize the execution and delivery of this Agreement and the performance of all of its obligations thereunder.

(b) **Valid Execution and Delivery.** This Agreement has been duly executed and delivered by Subrecipient and is the legal, valid, and binding obligation of Subrecipient and is enforceable in accordance with its terms.

(c) **No Violations, Conflicts or Liens.** The execution and delivery by Subrecipient of this Agreement, and the performance of its obligations thereunder, will not (i) violate any provision of the organizational documents of Subrecipient or any indenture, agreement, or other instrument to which Subrecipient is a party, (ii) be in conflict with, result in a breach of, or constitute (with lapse of time or the giving of notice, or both) a default under, any such organizational document, indenture, agreement or other instrument, or (iii) require action or approval by any third person or any governmental authority that has not already been obtained.

(d) **Permits, Approvals, Environmental Matters and Contracts.** All presently obtainable public and private consents, permits, licenses, and approvals necessary or required to undertake the Scope of Work have been obtained, and Subrecipient is not aware of any facts which indicate that any such consents, permits, licenses, and approvals to be issued in the future will not be obtainable when requested.

(e) **Plans.** The final plans and specifications for the Project will comply with all applicable covenants, restrictions, laws, ordinances, rules and regulations, all applicable government authorities, and the beneficiaries of any applicable restrictive covenants.

(f) **Vendor Payments.** Subrecipient will pay on or before the date all vendor bills incurred by it in connection with the Project and will indemnify and hold Subgrantor harmless from any claim arising from or related to any such vendor bill.

(g) **Compliance with Laws.** Subrecipient will ensure that the Project proceeds in compliance with all applicable zoning ordinances, building codes, and all other applicable local, regional, state and federal laws, rules, regulations, ordinances, and/or requirements, and will ensure that all governmental permits, licenses, and approvals required in connection with the Project are obtained.

(h) Subrecipient has obtained a guaranteed match of at least twenty-five percent (25%) of the Subgrant amount as set forth in Exhibit B. If the Subgrant amount is less than or equal to Fifty Thousand Dollars (\$50,000) and the purpose of the Subgrant is site analysis, site master plans, shell building plans, incubator plans, or build to suit plans, Subrecipient has obtained a

guaranteed match of at least ten percent (10%) of Subgrant amount, as evidenced by N/A, attached hereto as Exhibit B.

(i) The Subrecipient's Scope of Work attached as Exhibit A is a complete and concise scope of goods or services supported by this Agreement and is consistent with language in S.L. 2021-180, as amended by S.L. 2021-189.

(j) The Subrecipient agrees to use the Subgrant funds in accordance with cost items set forth in the Subrecipient's budget, incorporated in Exhibit A (the "Budget"). Subrecipient may reallocate and/or redistribute among budgeted items up to ten percent (10%) in overall budget costs without the express written permission of the Subgrantor. Subrecipient represents and warrants that the Budget has been prepared by Subrecipient, and Subrecipient represents to Subgrantor that it does include all costs and expenses (the "Aggregate Cost") incident to the Project through the Estimated Completion Date. Subgrantor shall not be required to reimburse Subrecipient for any cost not set forth in the Budget.

(k) The Subrecipient understands and acknowledges that total funding level available under this Agreement will not exceed Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00). The Subrecipient acknowledges that it has provided the following additional documentation to Subgrantor as Exhibits to this Agreement:

- (i) Internal Revenue Service W-9 form (includes address, Tax ID) – Exhibit C;
- (ii) Policy addressing conflicts of interest – Exhibit D; and
- (iii) Sworn Statement of no overdue tax debts – Exhibit E.

(l) The Subrecipient understands and acknowledges that compliance with (i) all statutory provisions outlined in G.S. 143C-6-22 - Use of State funds by non-State entities, (ii) the regulatory provisions of 9 N.C.A.C. Subchapter 3M, and (iii) the requirements found in S.L. 2021-180, Section 5.2, 5.3, and 40.8 as amended by S.L. 2021-189 is required and covenants to comply therewith.

(m) The Subrecipient covenants and agrees that:

(i) All Subgrant funds will be used for nonsectarian, nonreligious purposes only.

(ii) No Subgrant funds may be used for the annual salary of any individual employee of a nonprofit organization.

(iii) It will submit to Subgrantor within five (5) calendar days after the end of each calendar quarter reports on performance documenting progress in accordance with the project timeline submitted by Subrecipient.

(iv) It will submit a final report on financial and performance progress in accordance with Sections 4(b) and 7(e).

(v) It will comply with 9 N.C.A.C. Subchapter 3M.0203.

(n) Pursuant to G.S. 143C-6-8, the Subrecipient understands and agrees that funding shall be subject to the availability of appropriated funds. In the event of Agreement termination due to lack of adequate appropriated funds, the North Carolina Office of State Budget and Management ("Agency") will ensure that it will pay Subgrantor for services and goods acquired and obligated on or before the notice of Agreement termination, thereby enabling Subgrantor to reimburse Subrecipient for such services and goods.

(o) Subrecipient covenants and agrees that the following text and logo will appear on or be included in all Project materials:

(i) "North Carolina's Southeast provided funding for this project via an appropriation from the State of North Carolina."

(ii) Logo – see attached Exhibit F.

#### 4. SUBGRANTOR'S DUTIES:

(a) The Subgrantor shall ensure that funds allocated and disbursed pursuant to Session Law 2021-180, as amended by S.L. 2021-189, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

(b) The Subgrantor shall:

(i) Require Subrecipient to submit along with its request for reimbursement described in Section 5 a financial and performance reporting document that incorporates the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the Subrecipient to:

- (A) Certify that cost reimbursement requests were incurred for the intended purpose.
- (B) Provide an accounting for expenses incurred.
- (C) Provide activities, accomplishments, and performance measures.
- (D) Provide supporting invoices, contracts, payroll information or other documents to support expenditures.

A copy of the form of State Construction and Infrastructure Fund (SCIF) Grant Performance Report is attached hereto as Exhibit G. The required financial data to be reported by Subrecipient shall be entered in the format to be provided to Subrecipient by Subgrantor at a later date.

(ii) Provide a secure method for submitting financial and performance reports.

(iii) Conduct financial and performance monitoring until the contract is completed.

(iv) Subject to Section 2 above, extend the term of this Agreement in the discretion of Subgrantor.

5. **SUBRECIPIENT REIMBURSEMENT.** Upon satisfaction of the Conditions to Reimbursement set forth in Section 6 below, the reimbursement timing requirements established in the Scope of Work, and submission of a duly completed, signed, and certified Reimbursement Request Form, a form of which is attached hereto as Exhibit H, accompanied by all supporting documentation, Subgrantor shall reimburse Subrecipient for the expenses identified in such Reimbursement Request Form within thirty (30) days after receiving such Reimbursement Request. Reimbursements shall be made by corporate check.

6. **CONDITIONS TO REIMBURSEMENT.** Subgrantor shall not be obligated to satisfy a Request for Reimbursement until all of the following conditions have been satisfied by proper evidence, execution and/or delivery to Subgrantor of the following items, all in form and substance satisfactory to Subgrantor:

(a) Subrecipient is in good financial standing with Subgrantor and has paid its annual fiscal year assessment.

(b) **Insurance.** Originals of the following insurance policies with respect to the Project, together with paid premium receipts, each of which policies shall (i) be issued by companies, contain terms, and provide coverages of types and in amounts, as are satisfactory to Subgrantor, (ii) include provisions for a minimum 30-day advance written notice to Subgrantor of any cancellation, reduction in coverage or other modification, and (iii) designate Subgrantor as an additional insured:

(i) If applicable, an "all-risk," non-reporting builder's risk insurance policy;

(ii) A workmen's compensation insurance policy (provided by the contractor);

(iii) If applicable, a flood insurance policy or evidence that no portion of the Project is located within an area designated as a flood hazard area under the Flood Disaster Protection Act of 1973;

(iv) A liability insurance policy; and

(v) Such other insurance as may be required by Subgrantor.

(c) **Compliance with Laws.** Evidence that the construction, use, and development of the Project comply with all applicable federal, state, regional and local laws, rules, regulations and ordinances including, without limitation, environmental laws, and that all governmental and private permits, licenses, and approvals necessary for the construction, use, and development of the Project have been obtained.

(d) **Permits.** Copies of any and all permits required in connection with the Project, together with evidence that all fees for such permits have been paid.

(e) **Continuing Representations and Warranties.** All of the representations, warranties, and covenants of Subrecipient set forth herein shall be true and correct on and as of the date of the reimbursement request with the same effect as if made on such date.

(f) **Satisfaction of Prior Conditions.** All conditions of any/all previous reimbursement(s) shall have been, and shall remain, satisfied.

(g) **No Defaults.** There shall be no default under this Agreement.

(h) **Additional Items.** Subgrantor shall have received the following additional items, all in form and substance acceptable to Subgrantor and its counsel:

(i) If applicable, a certificate of the inspector acceptable to Subgrantor.

(ii) If requested by Subgrantor, written acknowledgements from any contractor and all materialmen dealing directly with Subrecipient of payment and releases of liens and rights to claim liens through the date of the last preceding reimbursement (and concurrently with the final reimbursement).

(iii) If requested by Subgrantor, evidence that the then-completed portion of the Project, (A) to the extent required, has been duly inspected and approved by all governmental and regulatory authorities, and (B) complies with all applicable zoning ordinances, building codes and all other applicable federal, state, regional and local laws, rules, regulations, and/or requirements.

## 7. FUNDS MANAGEMENT.

The Subrecipient agrees that funds received and expended through this Agreement shall be subject to the following:

(a) Accounted for in a separate fund and accounting structure within the Subrecipient's central accounting and/or grant management system. This shall include accounting for interest earned on these funds.

(b) All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding allocations described in Section 3 above.

(c) Expenditures for travel mileage, meals, lodging and other travel expenses reasonably and necessarily incurred by consultants or contractors directly related to the Project, if any, shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Agreement.

(d) If eligible, the Subrecipient shall:

(i) Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by it in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and

(ii) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their final project status report.

(e) Reported, documented, and certified pursuant to and in accordance with the requirements set forth in Section 4(b) above.

#### 8. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS.

The Subrecipient agrees to submit the report required pursuant to Sections 4(b) and 7(e) when it submits its request for reimbursement pursuant to Section 5. The method for reporting is described in Exhibit G and the format for required financial/expense reporting will be provided by Subgrantor at a later date. All reports and supporting documents shall include the Subrecipient information and shall be submitted as prescribed to the Subgrantor.

The Subrecipient agrees that all program activity results information reported shall be subject to review and authentication as described in Section 10 and Subrecipient will provide access to work papers, receipts, invoices, and reporting records, if requested by the Subgrantor or the OSB, as the OSB executes any monitoring or internal audit responsibilities.

#### 9. AGREEMENT ADMINISTRATORS.

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

Subrecipient and Subgrantor Point of Contact	
Subrecipient Contract Administrator	Subgrantor Contract Administrator
Name: Gary Lanier Address: 127 W. Webster Street Whiteville, NC 28472 Email: glanier@columbusco.org Mobile Phone: (910) 499-1409 Fiscal year end date: June 30th	Steve Yost North Carolina's Southeast 707 W. Broad Street Elizabethtown, NC 28337 Phone: (910) 862-8511 Mobile Phone: (910) 991-5689 Email: stevey@ncse.org

#### 10. MONITORING AND AUDITING.

The Subrecipient acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the Subrecipient are subject to being audited, inspected and monitored at any time by the OSB upon its request (whether in writing or otherwise). The Subrecipient further agrees to provide OSB staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The Subrecipient acknowledges and agrees that, regarding the Subgrant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Subrecipient and are subject to change.

#### 11. TAXES.

The Subrecipient shall be considered to be an independent Subrecipient and as such shall be responsible for all applicable taxes. The Subrecipient agrees to provide the Subgrantor with the Subrecipient's correct taxpayer identification number upon the execution of this Agreement. The Subrecipient agrees that failure to provide the Subgrantor with a correct taxpayer identification number authorizes the Subgrantor to withhold any amount due and payable under this Agreement.

#### 12. SITUS.

This Agreement shall be governed by and construed in accordance with the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Bladen County, North Carolina.

#### 13. COMPLIANCE WITH LAW.

The Subrecipient shall remain independent of and from Subgrantor and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of its employees, assistants, contractors, and subcontractors. The Subrecipient represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Such employees or contractors shall not be employees of or have any individual contractual relationship with the Subgrantor or OSB. The Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements, and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Subrecipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Subgrant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Subrecipient further acknowledges and agrees that, if it grants any of the Subgrant funds awarded hereunder to one or more sub-sub-recipients, the Subrecipient shall, by contract, ensure that said cost principles

are made applicable to and binding upon any and all such sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Subrecipient hereunder.

14. TERMINATION OF AGREEMENT.

This Agreement may be terminated by mutual consent upon thirty (30) days prior written notice to the other Party, or as otherwise provided by law or this Agreement. As soon as reasonably possible following termination of this Agreement, the amount of any residual unexpended funds shall be transferred to the Subgrantor.

Subgrantor may terminate this Agreement upon five (5) days prior written notice to Subrecipient if Subgrantor determines in its sole discretion that the Project is not likely to move forward or progress on a timely basis.

15. AMENDMENTS.

This Agreement may only be amended in a writing which documents approval of changes by both the Subgrantor and the Subrecipient.

16. AGREEMENT CLOSE-OUT PROCESS.

The Subrecipient agrees to submit to the Subgrantor a complete performance and expenditure status report (final report) within thirty (30) days after the completion of the Project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the Subgrantor at that time.

Subrecipient will be deemed noncompliant if its final report is not submitted within the 30-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by both the Subgrantor and OSB, the Subrecipient will receive official notification of Agreement close-out. The letter will inform the Subrecipient that the Subgrantor is officially closing the Agreement and retaining all Agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

[Signatures on following page.]

17. AUTHORIZED SIGNATURE WARRANTY.

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement. In Witness Whereof, the Subrecipient and the Subgrantor have executed this Agreement in duplicate originals, with one original being retained by each Party.

SUBRECIPIENT:

COLUMBUS COUNTY, a body politic and corporate of the state of North Carolina

By: Gary Lanier

Name: Gary Lanier, Economic Development Director

Date: 9-30-2022

SUBGRANTOR:

THE SOUTHEASTERN PARTNERSHIP, INC., a North Carolina nonprofit corporation

By: Steve Yost

Name: Steve Yost, President

Date: 10/6/22

Exhibit A  
Scope of Work and Budget

North Carolina's Southeast Product Development Fund (PDF) Project Overview

<b>PROJECT TITLE:</b>	COLUMBUS COUNTY SERP PAD READY SITE
<b>APPLICANT ORGANIZATION:</b>	Columbus County Economic Development Commission
<b>APPLICANT CONTACT:</b>	Gary A. Linder, Economic Development Director
<b>PROJECT DESCRIPTION:</b>	The Columbus County Economic Development Commission proposes to develop a pad ready site in the Southeast Regional Park. The Pad Ready site comprises a total of 17 acres. Approximately half of the acreage is cleared while the other half is in a cutover state from timbering that occurred several years ago.
<b>DESIRED OUTCOME:</b>	To develop a pad-ready site and create proposed layout for a future 50,000 square foot building. The site would then go through soil testing to prepare for the proposed building. In addition to the engineering, geotechnical, and environmental work needed to prepare the site, a storm water management plan must also be designed and completed with a settlement pond.
<b>PDF GRANT AMOUNT REQUESTED:</b>	\$722,000.00
<b>TOTAL PROJECT BUDGET:</b>	\$222,000.00
<b>PROJECT BUDGET DESCRIPTION:</b>	Total Costs: \$ 222,000 Clearing of approximately 10 acres of 17 acre site; Disposal of roots, stumps, etc. from site clearing; Engineering Design of 50,000 SF pad expandable to 100,000 SF with Stormwater Design; Topographic Survey; Geotechnical Borings and Report; Seasonal High Water Table Estimations (SHWT)
<b>LOCAL MATCH AMOUNT:</b>	\$170,000.00
<b>LOCAL MATCH DESCRIPTION:</b>	Committed county funds and land value
<b>FINANCIAL STRATEGIC PARTNERS:</b>	Columbus Job Foundation Land in SERP (17 acres) Columbus County
<b>ESTIMATED COMPLETION DATE:</b>	2/24/2023

Exhibit B  
Match Guarantee

<u>Local Match Guarantor</u>	<u>Amount</u>
Columbus County	\$45,050.00
Columbus County Jobs Foundation land value	\$170,000.00

Exhibit C  
Subrecipient's W-9

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**COUNTY OF COLUMBUS**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) P **GOVERNMENT**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 9):  
Exempt payee code (if any) **3**  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**127 WEST WEBSTER STREET**

6 City, state, and ZIP code  
**WHITEVILLE, NC 28472**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part III Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

Employer identification number

6	6	-	6	0	0	2	8	9
---	---	---	---	---	---	---	---	---

**Part IV Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person *Jay Leatherman*    Date *8-2-2022*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.

**Exhibit D**

**Conflict of Interest Policy**

## County of Columbus

### Conflict of Interest Policy

The purpose of the following policy and procedures is to prevent the personal interest of staff members, officers, and directors of County of Columbus from interfering with the performance of their duties to County of Columbus, or resulting in personal financial, professional, and/or political gain on the part of such persons at the expense of County of Columbus.

**Definitions:** Conflict of Interest (also Conflict) means a conflict, or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include staff members, officers, and directors of County of Columbus. Governing Board (also board) means the board of directors. Director means an individual member of the board of directors. Staff member means a person who receives all or part of his/her income from the payroll of County of Columbus.

**Policy:**

1. Full disclosure, by notice in writing, shall be made by the interested parties to the full Board of Directors in all conflicts of interest, including but not limited to the following:
  - a) A director is related to another director.
  - b) A director is related to a staff member.
  - c) A director is also a staff member.
  - d) A staff member in a supervisory capacity is related to another staff member whom he/she supervises.
  - e) A director or staff member receives payment from County of Columbus for any contract, subcontract, goods, or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and board policy.
  - f) A director or staff member is a member of the governing body of a contributor to County of Columbus.
  - g) A director or staff member may have personal, financial, professional, or political gain at the expense of County of Columbus.
  - h) A director or staff member engages in activities that may cause a loss of public credibility in County of Columbus or create a public impression of impropriety.
2. Following full disclosure of a possible conflict of interest or any condition listed above, the board of directors shall determine whether a conflict of interest exists and, if so, the board shall vote to authorize or reject the transaction and/or condition. Both votes shall be by a majority vote without counting the vote of any interested director, even if the disinterested directors are less than a quorum, provided that at least one consenting director is disinterested.
3. An interested director, officer, or staff member shall not participate in any discussion or debate of the board of directors, or of any committee thereof, in which the subject of discussion is a contract, transaction, or situation in which there may be a conflict of interest.
4. No director, officer, or staff member shall participate in the selection, award, or administration of a procurement transaction in which federal or state funds are used, where to his/her knowledge, any of the following has a financial interest in that transaction: (1) the staff member, officer, or director; (2) any member of his/her immediate family; (3) his/her partner; (4) an organization in which any of the above is an officer, director, or employee; or (5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.
5. Existence of any of the above-listed conditions shall render a contract or a transaction voidable unless full disclosure of personal interest is made in writing to the board of directors and such transaction was approved by the board in full knowledge of such interest.
6. The disinterested directors are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a director, officer, or staff member for failure to disclose a conflict of interest as described in Paragraph 1 or for any appearance of a conflict.

- 7. Appeal from sanctions imposed pursuant to Paragraph 5 and 6 above shall be prescribed by law in those courts of the State of North Carolina with jurisdiction over both the parties and the subject matter of the appeal.
- 8. In the event that County of Columbus has incurred costs or attorney fees as a result of legal action, litigation, or appeal brought by or on behalf of an interested director or staff member due to a conflict of interest and consequent sanctions and in the event that County of Columbus prevails in such legal action, litigation, or appeal, County of Columbus shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.
- 9. A copy of this policy shall be given to all directors, officers, and staff members upon commencement of such person's relationship with County of Columbus. Each board member, officer, and staff member shall sign and date the policy at the beginning of his or her term of service or employment and each year thereafter. Failure to sign does not nullify the policy.

Signed: Ricky Bullard

Ricky Bullard

(signature)

(name printed)

03/07/2022

(date)

*To ensure the policy is being regularly enforced and monitored for compliance, the Executive Director shall remind board and staff members of the policy annually by email and shall require board and staff members to disclose annually any interests that may give rise to conflict.*

Use the section below to disclose any interests that may give rise to conflict:

**Exhibit E**

**Sworn Statement of No Overdue Tax Debt**

**(See attached)**

State Grant Certification - No Overdue Tax Debts



03/07/2022

Certification:

We certify that the County of Columbus does not have any overdue tax debts, as defined by N.C.G.S. 106-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C. Gen. Stat. § 143C-6-23(c) is guilty of a criminal offense punishable as provided therein.

Sworn Statement:

Ricky Bullard and Jerome McMillian being duly sworn, say that we are the Chairman Vice Chairman, respectively, of the Board of Commissioners of Columbus County in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Ricky Bullard  
Board Chair

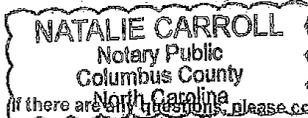
Jerome McMillian  
Board Vice Chair

Sworn to and subscribed before me on the day of the date of said certification.

Natalie Carroll

My Commission Expires: October 11, 2025

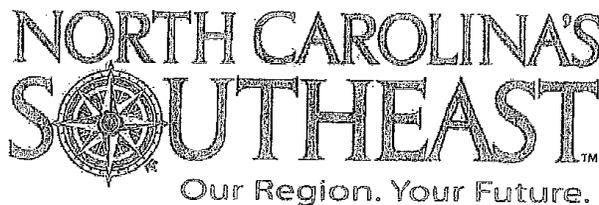
(Notary Signature and Seal)



If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: [NCGrants@osbm.nc.gov](mailto:NCGrants@osbm.nc.gov) - (919) 807-4795

Exhibit F

Specimen North Carolina's Southeast Logo



**Exhibit G****Form of State Construction and Infrastructure Fund (SCIF)****Grant Performance Report****(See attached)**  
**State Construction and Infrastructure Fund (SCIF)****Grant Performance Report**

As required by your signed Subgrant Agreement with The Southeastern Partnership Inc., you must report on your use of SCIF Grant funds. This includes outlining activities, accomplishments, and performance measures associated with the grant.

Organization:

Date:

Reporting Period:

Name:

Contract #:

Do you certify that all expenses to date have been submitted for this grant and are reflected in the format attached to or associated with your Request for Reimbursement? Yes  No

Do you certify that all funds to date were used for the purposes for which they were awarded and in compliance with your contract? Yes  No

Please provide a report of activities and accomplishments related to your SCIF Grant Project(s) during this reporting period.

Please provide an update on the objectives, as outlined in your Scope of Work, of the SCIF Grant Project(s). Have you accomplished any of your objectives?

Please provide an update on your expected results, as outlined in your Scope of Work, of the SCIF Grant Project(s). Have you accomplished any of your expected results?

Please provide an update on your performance measures, as outlined in your Scope of Work, for the SCIF Grant Project(s).

**Exhibit H****Form of Reimbursement Request**

(See attached)

## FORM OF REIMBURSEMENT REQUEST

Subgrantor: The Southeastern Partnership, Inc. Reimbursement Request Number: \_\_\_\_\_  
 Subrecipient: \_\_\_\_\_ NCSE Grant #: \_\_\_\_\_  
 Project: \_\_\_\_\_

In accordance with the Subgrant Agreement (the "Agreement") between Subgrantor and Subrecipient, dated \_\_\_\_\_, Subrecipient requests that \$ \_\_\_\_\_ be reimbursed from Subgrant proceeds. The amount requested above is determined as follows:

1. Payments made to contractor(s) (See associated spreadsheet and invoices attached hereto) for \_\_\_\_\_ \$ \_\_\_\_\_
2. Payments made for administrative, accounting, and compliance soft costs (not to exceed ten percent (10%) of the Subgrant) (see associated spreadsheet and attached invoices): \$ \_\_\_\_\_
3. Total amount requested: \$ \_\_\_\_\_

The undersigned Subrecipient does hereby certify, as of the date hereof, that all expenses covered by previous reimbursement reports have been paid; that all sums included in this reimbursement request have been incurred exclusively for items set forth in the Budget included with the Scope of Work; that the warranties and representations of Subrecipient in the Agreement are hereby restated, ratified and confirmed; that all conditions to this reimbursement request have been satisfied; and that there is no default under the Agreement.

Subrecipient certifies the following indicated items are attached hereto and are true, correct and complete, and acknowledges this request is incomplete without the following items, as applicable:

- \_\_\_ a. Reimbursement Request in form required by the Agreement, signed by authorized representative of Subrecipient;
- \_\_\_ b. Spread sheet detailing the specific budget line items from which funds are being requested;
- \_\_\_ c. Invoices supporting hard cost funds being requested, if any; and
- \_\_\_ d. Copies of any invoices and backup required by Subgrantor for all [soft] cost funds being requested.

AUTHORIZED SIGNER:

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

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

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

## Schedule H-1

## Required Format for Reporting Financial Expenditures

(to be provided)

**Agenda Item # 14: DSS MONTHLY UPDATE**

Social Services Director Algernon McKenzie presented the monthly Social Services update. Commissioner Feathersen asked about the number of Foster Children who have been re-homed outside of Columbus County. Director McKenzie explained that DSS prefers children to be re-homed with family members and some of them live outside of the county or if they do not have homes available within the county, then they will outsource.

**Monthly Administrative Update  
 For December 2022  
 January 17, 2023 Meeting**

Once again this year Columbus County Administration and the Board of County Commissioners sponsored a County Employee Appreciation Luncheon. This was a very enjoyable event by those in attendance. Special thanks goes out to all who sponsored this event and to the many individuals and businesses who donated door prizes.

We were very pleased to have Mrs. Darlene Jenkins-Parks to be one of the top nominees for employee of the year. Congratulations again to Mrs. Jenkins-Parks who was recognized during the Employee Appreciation Luncheon.

On December 8, 2022, I participated in the Director's Executive Board Meeting. During our meeting we were given an update on some new training being developed in Child Welfare. The state is working on redesigning the pre-service training required for social workers in child welfare. They are working with and seeking feedback from local DSS agencies.

We were told that Tailored Care Case Management started as of December 1, 2022. This program has been expanded to service children in foster care, receiving adoption assistance, and former foster children up to age 26. The care manager with the LME/MCO will be working with local DSS agencies to coordinate behavioral and mental health services.

Lastly, there was a discussion about the Energy Programs, CIP and LIEAP. Automatic payments for LIEAP is scheduled to start on December 29, 2022. There are only about seventy-six vendors registered in the statewide energy portal.

We were also informed that the maximum payment for the Crisis Program (CIP) maybe increased to \$1,000.00, but this has not been finalized at this point. Counties will be notified if this takes place. Currently the maximum amount is \$600.00.

The Social Work Program Manager, CPS Supervisor, and I have been working on ways to improve service delivery to families, reduce risk to children, reduce social worker burnout, and reduce the workload on child welfare workers. We have been

have been approved by the Office of State Human Resources. We are hoping to be able to fill these positions in the new year.

On December 20, 2022, we said farewell to our Income Maintenance Administrator, Mrs. Cyndi Hammonds who retired after 34 years of service. Interviews have been completed. We are happy to have Mrs. Darlene Jenkins-Parks a current IMC Supervisor, who will assume the income maintenance administrator position on January 3, 2023.

During the month of December, I attended four zoom and in person meetings.

We continue to provide services to the citizens of Columbus County in spite of several vacancies and policy changes throughout the agency. We continue to seek qualified applications. I am proud of the team work that staff have displayed during these difficult times.

**November 2022**  
**Human Services**

**Adult Services (APS)**

APS Reports Accepted: 4  
County Wards: 25  
Number of Payee Cases: 13  
Adults Served APS: 0  
Number of Medicaid Transportation Trips: 1439  
Amount Requested for Reimbursement: \$36,869.85

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

Reports Accepted: 26  
Reports Screened out: 27  
Families Receiving In-Home Services: 41  
Children Served: 93  
Contacts with Families Monthly: 440  
Assessments: 20

**Foster Care**

Foster Children in Foster Homes: 128  
Children Placed Outside County: 21  
Agency Adoptions: 0  
Pending Adoptions: 6  
Total Foster Homes Licensed: 6  
Total Children in Foster Care: 135

**Work First Employment (TANF)**

Applications Taken: 10  
Applications Approved: 3  
Individuals Receiving Benefits: 205  
Entered Employments: 0  
Number in Non-Paid Work Experience: 0

November 2022  
Human Services (continued)

Program Integrity

Collections for Fraud: 745.34

New Referrals: 3

Cases Established: 1

Day Care

Children Receiving Day Care Assistance: 508

Children on the Waiting List: 0

Amount Spent on Day Care Services: \$230,757.00  
November 2022  
Economic Services

Food & Nutrition

Applications Taken: 184

Applications Approved: 221

Active Cases: 6,728

Benefits Issued: \$3,562,192.00

Participants Served: 13,230

Adult Medicaid

Applications Taken: 102

Cases Terminated: 39

Redeterminations: 464

Applications Processed: 128

Family & Children's Medicaid

Applications Taken: 169

Applications Processed: 304

Redeterminations: 332

Total Medicaid Cases: 15,352

Total Individuals Receiving: 23,375

Child Support

Absent Parents Located: 63

Orders Enforced: 627

Active Cases: 3,841

Collections: \$377,791.00

December 2022  
Human Services

**Adult Services (APS)**

APS Reports Accepted: 4  
 County Wards: 25  
 Number of Payee Cases: 13  
 Adults Served APS: 0  
 Number of Medicaid Transportation Trips: 1485  
 Amount Requested for Reimbursement: \$29,827.40

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

Reports Accepted: 21  
 Reports Screened out: 15  
 Families Receiving In-Home Services: 48  
 Children Served: 102  
 Contacts with Families Monthly: 435  
 Assessments: 17

**Foster Care**

Foster Children in Foster Homes: 122  
 Children Placed Outside County: 20  
 Agency Adoptions: 0  
 Pending Adoptions: 7  
 Total Foster Homes Licensed: 6  
 Total Children in Foster Care: 129

**Work First Employment (TANF)**

Applications Taken: 15  
 Applications Approved: 2  
 Individuals Receiving Benefits: 190  
 Entered Employments: 1  
 Number in Non-Paid Work Experience: 0

December 2022  
Human Services (continued)

**Program Integrity**

Collections for Fraud: 260.00  
 New Referrals: 2  
 Cases Established: 0

**Day Care**

Children Receiving Day Care Assistance: Not Available  
 Children on the Waiting List: 0  
 Amount Spent on Day Care Services: Not Available

December 2022  
Economic Services

Food & Nutrition

Applications Taken: 118  
Applications Approved: 142  
Active Cases: 6,795  
Benefits Issued: \$3,614,984.00  
Participants Served: 13,346

Adult Medicaid

Applications Taken: 83  
Cases Terminated: 49  
Redeterminations: 464  
Applications Processed: 116

Family & Children's Medicaid

Applications Taken: 177  
Applications Processed: 337  
Redeterminations: 650  
Total Medicaid Cases: 15,343  
Total Individuals Receiving: 23,382

Child Support

Absent Parents Located: 161  
Orders Enforced: 750  
Active Cases: 3,840  
Collections: \$392,299.00

Respectfully submitted,  
Algernon McKenzie

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

**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. The Regional Child Welfare Consultant (RCWC) conducted a conference call for this month and will continue to make monthly contacts to review agency data, policy updates, and casework. An onsite visit is scheduled for January, 2023

**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. The Regional Child Welfare Consultant (RCWC) conducted a conference call for this month and will continue to make monthly contacts to review agency data, policy updates, and casework. An onsite visit is scheduled for January, 2023

**Foster Care/Permanency Planning:**

The Foster Care Unit have two vacancies; 1 applicant applied. An Interview was conducted and a recommendation for hirer is being considered. There are currently 135 children in care. We continue to work towards reunifying children back with families and giving them permanency. The Regional Child Welfare Consultant (RCWC) conducted a conference call for this month and will continue to make monthly contacts to review agency data, policy updates, and casework. An onsite visit is scheduled for January, 2023

**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. A MAPP class is currently being offered at our agency on Tuesdays and Thursday from 6-9pm. With 6 potential foster parents. The Regional Child Welfare Consultant (RCWC) conducted a conference call for this month and will continue to make monthly contacts to review agency data, policy updates, and casework. An onsite visit is scheduled for January, 2023

**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.

**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:**

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

**Energy Assistance:**

CIP continues with the heating season which means helping with the primary source of heat for the home. 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. Temporary workers are hired to assist with processing the influx of applications. Currently one temp worker and in-house staff person are processing applications as well as the Program Integrity staff are assisting as needed.

The Low Income Energy Assistance Program (LIEAP) is a federally-funded program that provides for a one-time vendor payment to help eligible households pay their heating bills. Households including a person aged 60 or older or disabled persons receiving services through the NC Division of Aging and Adult Services are eligible to sign up for assistance from Dec. 1 – 31. All other households may apply from Jan. 1 – March 31 or until funds are exhausted. Applications are available on EPASS or in the lobby for pick up and completion.

**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 Homes) Community Alternative Program (CAP); Medicaid**  
**Transportation, Food & Nutrition; Child Support & Housekeeping**  
**Submitted by Darlene Jenkins-Parks, Income Maintenance Administrator I**  
**Reporting Month: December 2022**

**News/Updates/Vacancies**

**Adult and Family & Children Medicaid**

The Adult Medicaid Intake/Processing unit currently has (3) three vacancies. This unit is currently half-staffed. There should be 8 caseworkers, but currently (4) four. (1) of these is in training and the lead worker is in training. These positions have been reposted ending January 10, 2023, as of today no applicants. This unit has been short staffed for a while now and is beginning to suffer from burnt out with constantly carrying extra caseloads.

The Adult Medicaid Review Unit currently has (1) caseworker and Supervisor vacancy neither have been posted yet.

December has been extremely busy for both units with the additional MQB/E annual reviews in addition to the regular reviews. The review unit completed 638 reviews ending December 31, 2022.

In November & December of each year, we traditionally see an increase of new applications due to the Federal Market Place open enrollment, Medicare D open enrollment and the Crisis Intervention Program (CIP) and the LIEAP energy programs.

The Family & Children Intake/Processing Unit currently has no vacancies. This team of (5) five caseworkers have been able to intake/process their own face to face, e-pass, FFM, and mail-in applications in a timely matter.

The Family & Children Medicaid Review Unit completed more than 650 reviews during the month of December. This unit currently has no vacancies.

Both units continue to follow the PHE (Public Health Emergency) guidelines.

The Adult and F&C Medicaid units have completed 2 months without errors on the REDA audit. If they have no errors in January, they will be out of the AIP.

**Medicaid for Long Term Care, Medical Transportation & Housekeeping**

Effective December 21, 2022, this unit has a new Supervisor, Amber Bullard. We are looking forward to working with her and her unit. Amber was a LTC caseworker prior to her promotion, as a result the LTC unit now has (1) vacancy. This vacancy is pending advertisement. Another LTC caseworker turned in her resignation effective January 5, 2023, at which time there will be (2) LTC caseworker vacancies. This will leave only (2) two LTC caseworkers.

Transportation unit is currently fully staffed with (2) caseworkers.

Housekeeping continues to keep our building cleaned and sanitized. There are no vacancies.

**Food & Nutrition**

The FNS intake/processing unit currently has (1) one vacancy. This unit recently filled (3) vacancies with (1) one being the clerical position. Applications are still coming in at an increased rate especially for the holiday season. Staff are doing the best they can to complete applications in a timely manner. FNS waivers still in place during the PHE (Public Health Emergency). There are currently (4) Intake workers on rotation for intake/processing while new staff are in training.

The FNS review unit currently has (2) two vacancies. Rose Nance became FNS Review Unit Supervisor on October 21, 2022. Both positions closed on 12/2022 and per HR no applicants so position will repost. The FNS review unit continues to have PHE extensions and waivers in place. Maximum allotment for all FNS households have been extended through December 2022 at present time unsure of end date. The review unit has been assisting intake team in applications, keying interviewing, requesting information and processing. This unit has assisted with approximately 55 for this month. They have kept their recertification/late and changes completed timely.

On 12/28/2022, FNS received follow-up M/E (Management Evaluation) Performance Improvement plan follow-up results conducted on 12/12/2022. We are pleased to announce removal from PIP (Program Improvement Plan) on two categories (supplements/restorations/ongoing terminations) but still remain on PIP for only two categories (hearings/appeals, data matches). They are working hard to overcome these obstacles.

**Child Support & Paralegal**

The Child Support Department currently has (6) six caseworker vacancies. This department should have 10 caseworkers not including (2) two lead workers and clerical staff. One of the issues is they rarely get qualified applicants, if any applicants. This team went to court (2) two days in December.

There were 144 child support orders prepared for the month of December 2022.

Staff Vacancies continue to be a big issue in the agency, but especially in some units. The Child Support Establishment & Enforcement units appear to have issues getting qualified applicants. The Adult Medicaid Intake/Processing Unit is the other unit that seems to be struggling with vacancies.

**Agenda Item # 15: APPROVAL and PRESENTATION of the MONTHLY FINANCE UPDATE**

Finance Director Lacie Jacobs presented and explained the monthly finance update for November 2022.

**MOTION:**

Commissioner Smith made a motion to approve the Monthly Finance Update for November 2022, seconded by Commissioner Watts. The motion unanimously passed.

COUNTY OF COLUMBUS  
 FINANCIAL SUMMARY REPORT  
 November 2022

Percent of Year Complete: 41.7%

FUND 10 - OPERATIONS	FY 22/23	ACTUAL YTD	BALANCE	% COLLECTED
<u>REVENUES</u>	BUDGET	TOTALS	REMAINING	YTD
AD VALOREM TAXES	38,800,374	20,798,960	18,001,414	53.61%
COURT	90,000	38,797	51,203	43.11%
SALES TAX	13,633,601	2,404,609	11,228,992	17.64%
NC JCPC PROGRAM - TEEN COURT	77,477	28,288	51,179	33.94%
ELECTION FEES	54,000	957	53,043	1.77%
REGISTER OF DEEDS	536,035	291,740	244,295	54.43%
SHERIFF	2,317,775	645,882	1,671,893	27.87%
DETENTION CENTER	1,090,000	123,412	966,588	11.32%
EMERGENCY MANAGEMENT	67,101	-	67,101	0.00%
INSPECTION	390,000	138,310	251,690	35.46%
ANIMAL CONTROL	37,000	12,014	24,986	32.47%
AIRPORT	515,000	138,310	376,690	26.86%
ECONOMIC DEVELOPMENT/PLANNING	113,000	2,975	110,025	2.63%
COOPERATIVE EXTENSION	1,200	230	970	19.17%
SOIL CONSERVATION	34,890	1,848	33,042	5.30%
DEPARTMENT OF AGING REVENUES	1,803,080	425,260	1,377,820	23.59%
HEALTH DEPARTMENT	2,988,198	1,286,953	1,701,245	43.07%
SOCIAL SERVICE	7,065,913	1,597,231	5,468,682	22.60%
VETERANS SERVICE	2,000	-	2,000	0.00%
PUBLIC SCHOOLS	21,000	6,479	14,521	30.85%
LIBRARY	131,000	51,210	79,790	39.09%
RECREATION	19,500	7,971	11,529	40.87%
MISCELLANEOUS REVENUES	434,464	495,847	(61,383)	114.13%
INVESTMENT EARNINGS	680,527	-	680,527	0.00%
FUND BALANCE APPROPRIATED	488,642	-	488,642	0.00%
<b>Total General Fund Revenues</b>	<b>71,391,777</b>	<b>28,495,293</b>	<b>42,896,484</b>	<b>39.91%</b>

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FUND 10 - OPERATIONS	FY 22/23	YTD	BALANCE	% EXPENSED
<u>EXPENDITURES</u>	BUDGET	TOTALS	REMAINING	YTD
GOVERNING BODY	314,509	111,450	203,059	35.44%
ADMINISTRATION	1,036,112	778,255	257,857	75.11%
PERSONNEL	433,465	415,963	17,502	95.96%
FINANCE	819,548	255,862	563,686	31.22%
TAX DEPARTMENT	1,712,705	640,755	1,071,950	37.41%
LEGAL DEPARTMENT	216,937	113,893	103,044	52.50%
NC JCPC PROGRAM - TEEN COURT	77,477	28,470	49,007	36.75%
FACILITY SERVICES	427,858	164,980	262,878	38.56%
ELECTIONS	519,204	226,090	293,114	43.55%
REGISTER OF DEEDS	663,907	218,815	465,092	31.99%
SPECIAL APPROPRIATIONS	1,017,389	474,394	542,975	46.63%
MANAGEMENT INFORMATION SYSTEM	499,850	206,376	293,474	41.29%
CENTRAL GARAGE	155,133	37,619	117,514	24.25%
PUBLIC BUILDINGS - ALL OTHER	1,748,986	844,555	904,431	48.29%
PUBLIC BUILDINGS - POTW	51,042	5,727	45,315	11.22%
SHERIFF'S DEPARTMENT	9,259,897	3,832,219	5,427,678	41.39%
LAW ENFORCEMENT CENTER	5,244,025	1,802,856	3,441,169	34.38%
EMS	31,250	6,424	24,826	20.56%
EMERGENCY SERVICES	2,291,231	779,103	1,512,128	34.00%
CORONER MEDICAL EXAMINER	30,500	20,000	10,500	65.57%

ANIMAL CONTROL	908,699	298,357	610,342	32.83%
AIRPORT	565,624	159,105	406,519	28.13%
INSPECTIONS	362,991	125,930	237,061	34.69%
ECONOMIC DEVELOPMENT/PLANNING	1,191,488	154,469	1,037,019	12.96%
COOPERATIVE EXTENSION	614,214	96,040	518,174	15.64%
SOIL CONSERVATION	304,718	97,708	207,012	32.06%
DEPARTMENT OF AGING	2,666,093	1,080,989	1,785,104	37.72%
HEALTH DEPARTMENT	5,850,857	1,688,127	4,162,730	28.86%
SOCIAL SERVICES ADMINISTRATION	9,412,807	3,392,915	6,019,892	36.05%
PUBLIC ASSISTANCE PROGRAMS	2,098,049	874,856	1,223,193	41.70%
VETERANS SERVICE OFFICER	166,143	62,657	103,486	37.71%
EDUCATION	15,829,433	5,814,090	10,015,343	36.73%
LIBRARY	1,674,460	624,141	1,050,319	37.27%
RECREATION	620,622	225,551	395,071	36.34%
TRANSFER TO	2,354,574	-	2,354,574	0.00%
<b>Total General Fund Expenditures</b>	<b>71,391,777</b>	<b>25,658,741</b>	<b>45,733,036</b>	<b>35.94%</b>

Total Revenue over/(under) Expenditures - 2,836,552

COURTHOUSE RENOVATION PROJECT	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	BUDGET	TOTALS	REMAINING	YTD
COURTHOUSE CAP PROJ REVENUES	5,988,280	6,016,875	(30,595)	100.51%
<u>EXPENDITURES</u>				
COURTHOUSE CAP PROJ EXPENDITURES	5,986,280	652,305	5,133,975	14.24%

HUD SECTION 8 RENTAL ASSISTANCE	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	BUDGET	TOTALS	REMAINING	YTD
ANNUAL CONTRA EARNED	1,518,500	-	1,518,500	0.00%
OTHER REVENUES	344,400	614,447	(270,047)	178.41%
TOTAL HUD REVENUES	1,862,900	614,447	1,248,453	32.98%
<u>EXPENDITURES</u>				
HUD EXPENDITURES	1,862,900	775,168	1,087,732	41.61%

TRANSPORTATION	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	BUDGET	TOTALS	REMAINING	YTD
	1,166,568	203,781	962,787	17.47%
<u>EXPENDITURES</u>				
	1,166,568	217,260	949,308	18.62%

EMERGENCY TELEPHONE SYSTEM	FY 22/23	YTD	BALANCE	% Collected
<u>REVENUES</u>	BUDGET	TOTALS	REMAINING	YTD
	694,600	44,865	649,735	6.46%
<u>EXPENDITURES</u>				
	694,600	87,701	606,899	12.63%

DEBT SERVICE				
	FY 22/23	YTD	BALANCE	% Collected
	BUDGET	TOTALS	REMAINING	YTD
<u>REVENUES</u>	15,536,002	-	15,536,002	0.00%
<u>EXPENDITURES</u>	15,536,002	825,051	14,710,951	5.31%
<hr/>				
WATER DISTRICTS I-V				
	FY 22/23	YTD	BALANCE	% Collected
	BUDGET	TOTALS	REMAINING	YTD
<u>REVENUES</u>				
WATER DISTRICT I	813,950	352,942	461,008	43.36%
WATER DISTRICT II	1,222,683	523,242	699,441	42.79%
WATER DISTRICT III	762,213	287,305	474,908	37.68%
WATER DISTRICT IV	808,500	459,463	449,037	50.57%
WATER DISTRICT V	763,350	417,038	346,312	54.63%
COMBINED WATER DISTRICT TOTALS	4,470,696	2,039,980	2,430,706	45.63%
<u>EXPENDITURES</u>				
WATER DISTRICT I	813,950	167,008	646,942	20.52%
WATER DISTRICT II	1,222,683	137,232	1,085,451	11.22%
WATER DISTRICT III	762,213	95,012	667,201	12.47%
WATER DISTRICT IV	808,500	199,926	708,574	22.01%
WATER DISTRICT V	763,350	87,248	676,102	11.43%
COMBINED WATER DISTRICT TOTALS	4,470,696	686,425	3,784,271	N/A
<hr/>				
SOLID WASTE				
	FY 22/23	YTD	BALANCE	% Collected
	BUDGET	TOTALS	REMAINING	YTD
<u>REVENUES</u>	8,016,446	3,019,871	2,996,575	50.19%
<u>EXPENDITURES</u>	6,016,446	1,716,483	4,299,963	28.53%
Excess revenue over/(under) expenditures	-	1,303,387		
<hr/>				
FIRE DEPARTMENTS				
	FY 22/23	YTD	BALANCE	% Collected
	BUDGET	TOTALS	REMAINING	YTD
<u>REVENUES</u>	2,034,697	1,141,897	892,800	56.12%
<u>EXPENDITURES</u>				
Ad Valorem Taxes	2,034,697	959,121	1,075,576	47.14%
Special Appropriations	258,309	77,609	180,700	30.05%
	2,293,006	1,036,731	1,256,275	45.21%
<hr/>				
AMBULANCE AND RESCUE UNITS				
	FY 22/23	YTD	BALANCE	% Collected
	BUDGET	TOTALS	REMAINING	YTD
<u>REVENUES</u>	849,681	357,971	491,710	42.13%
<u>EXPENDITURES</u>				
Ad Valorem Taxes	849,681	111,713	737,968	13.15%
Special Appropriation	225,000	-	225,000	0.00%
	1,074,681	111,713	962,968	10.39%

<u>CASH &amp; INVESTMENTS</u>		
<u>Cash:</u>		
Central Depository - Trust	\$	10,573,544
Central Depository - NCCMT	\$	18,455,978
Water Districts - \$7,172,244		
Solid Waste - \$8,766,048		
 <u>Investments:</u>		
BB&T Savings		5,035,873
First Citizens Wealth Management		5,815,235
First Community Bank/UNITED Bank - CD		338,657
Dana Investments/TD Ameritrade		1,021,999
Multi Bank Securities		554,484
First Bank - CD		2,081,518
Total Investments	<u>\$</u>	<u>14,847,756</u>

<u>FUND BALANCE</u>		
<u>General Fund:</u>		
Unavailable Fund Balance (per auditors)	\$	7,223,150
Committed and Assigned Fund Balance	\$	13,606,799
Unassigned Fund Balance	<u>\$</u>	<u>13,582,042</u>
	Total Fund Balance	\$ 34,411,991
	General Fund Total Expenditure Budget	\$ 71,391,777
	Unassigned fund balance as % of Gen. Fd. Expend.	19.0%

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

**Agenda Item # 16: FINANCE - APPROVAL for BUDGET AMMENDMENTS**

Finance Director Lacie Jacobs requested approval of the following Budget Amendments:

- A) Adjustments for the ROAP (Rural Operating Assistance Program)
- B) SCC -To add fund balance appropriated from prior year capital outlay budget
- C) To Administration for Professional Services.

**MOTION:**

Vice Chairman Coleman made a motion to approve the budget amendments, seconded by Commissioner Featherson. The motion unanimously passed.



BUDGET AMENDMENT Columbus County, NC				
Name of Department:		Finance		
Name of Capital Project (if applicable):		N/A		
Agency Head Signature:		Lacie Jacobs		
Date Prepared:		January 9, 2023	Date Received in Admin:	
EXPENDITURE				
Budget Code			Classification	Requested
Fund	Dept	Object	Line Item	Increase or (Decrease)
10	5900	559080	Article 44 Capital Outlay - SCC	16,000
			Total Net Expenditures	16,000
REVENUE				
Budget Code			Classification	Requested
Fund	Dept	Object	Line Item	Increase or (Decrease)
10	3591	499101	SCC Article 44 Fund Balance Appropriated	16,000
			Total Net Revenue	16,000
This budget revision has been approved by the Board of Columbus County Commissioners on: <input style="width:100px;" type="text"/>				
Signature		Date		
<b>Explanation of Increase or Decrease:</b> To add fund balance appropriated from prior years to SCC's current year capital outlay budget. Request from Dr. English related to increase in quote for fencing project on campus.				

BUDGET AMENDMENT Columbus County, NC				
Name of Department:		Finance		
Name of Capital Project (If applicable):		N/A		
Agency Head Signature:		Lacie Jacobs		
Date Prepared:		January 9, 2023	Date Received in Admin	
EXPENDITURE				
Budget Code Fund Dept Object	Classification Line Item		Requested Increase or (Decrease)	
10 4120 519000	Professional Services - Admin		16,500	
Total Net Expenditures			16,500	
REVENUE				
Budget Code Fund Dept Object	Classification Line Item		Requested Increase or (Decrease)	
10 3991 499101	Fund Balance Appropriated		16,500	
Total Net Revenue			16,500	
This budget revision has been approved by the Board of Columbus County Commissioners on: <input style="width:100px;" type="text"/>				
Signature <input style="width:150px;" type="text"/>		Date <input style="width:100px;" type="text"/>		
Explanation of Increase or Decrease:				
For professional services by ORC for well and tank site review.				

**Agenda Item # 17: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS**

- |           |                    |           |               |
|-----------|--------------------|-----------|---------------|
| 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
Board of Health	I	Frankye Boone Newkirk <b>Term expired</b>	12/2022	Mrs. Newkirk re-appointed by Commissioner Featherson
Board of Health	V	Dr. Christy Purdue <b>Term expired</b>	12/2022	Dr. Purdue re-appointed by Commissioner Watts
Board of Health	VI	Shane Cartrette <b>Term expired</b>	12/2022	Mr. Cartrette re-appointed by Chairman Bullard

Board of Health	<b>VII</b>	Patty Hobbs <b>Term expired</b>	12/2022	Mrs. Hobbs re-appointed by Commissioner Floyd
Tourism Board	<b>I</b>	Cynthia Ellis <b>Term expired</b>	12/2022	Cynthia Ellis re-appointed by Commissioner Featherson
Tourism Board	<b>VII</b>	Anthony Long <b>Term Expired</b>	12/2022	Anthony Long re-appointed by Commissioner Floyd

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

**MOTION:**

At 6:57 P.M., Commissioner Smith made a motion to recess regular session and enter in to Columbus County Water and Sewer Districts I, II, III, IV, and V **combined meeting**, seconded by Commissioner Floyd. The motion unanimously passed.

**Agenda Item # 18: APPROVAL of the COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V COMBINED MEETING MINUTES**

Approval of the following meeting minutes:

- A) December 5, 2022 (5 sets)
- B) January 3, 2023 (5 sets)

**MOTION:**

Commissioner Smith made a motion to approve the County Water and Sewer Districts I, II, III, IV, and V combined meeting minutes, seconded by Commissioner Floyd. The motion unanimously passed.

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

**MOTION:**

At 7:01 P.M., Commissioner Watts made a motion to adjourn the County Water and Sewer Districts I, II, III, IV, and V combined meeting minutes, seconded by Commissioner Featherson. The motion unanimously passed.

**Agenda Item # 19: COMMENTS**

**A) Board of Commissioners**

**Commissioner Brent Watts** commented on the following:

- I would like to re-visit the issue of Vape shops selling to under-age citizens. I feel like this has become an issue and what potential action can we take as local government in order to combat the growing number of children who have access to these products.
- I am aware that the state has started to take note of this issue but I would like to bring it to the light and find out what we can do at a county level to help spread awareness of drugs that look like candy but, could potentially be dangerous.

**Vice Chairman Laverne Coleman** commented on the following:

- Some have voiced concern about the Sheriff's Department in Acme Delco potentially closing, however; that is a rumor and is not in the "works".
- The Sheriff and the Chief Deputy have informed me that area is growing and will remain open for the foreseeable future.
- Everyone that I have spoken to recently have seemed positive and on the same page with the growth of the county. County staff, staff within the water districts and Southeastern Community College are all working together to move forward with the plans we have to grow our community

**Commissioner Featherson** commented on the following:

- I can feel a calm over the county and with the events and yesterday, the recognition of the Reverend Dr. Martin Luther King Jr.'s Birthday, and I could tell our community was

coming together. Our Sheriff, Sheriff Rogers attended the walk this weekend in Whiteville. Chadbourn First Baptist Church had a walk as well.

- I can tell that our community is going in a positive direction and I look forward to continued development as well.
- County Website needs to be updated

**Commissioner Smith** commented on the following:

- We need to change the sign at the Dempsey B. Herring Courthouse Annex.

**Chairman Bullard** commented on the following:

- I would like to welcome Ibreta Jackson to Southeastern Community College. Southeastern is an excellent college, with excellent staff. I am a product of it as well as my children. It has helped many people and I support it 100%.

#### **B) County Manager**

**County Manager Edwin Madden** commented on the following:

- I would like to recognize Jana Nealey as the new Clerk to the board. She has been announced but tonight is her first official meeting. We are happy to have her.
- The work to the historic courthouse could begin in a matter of weeks now. The tentative notice to proceed is February 6<sup>th</sup>, 2023. We have received all of the bond information from the contractor and work is on the forefront.
- With the help of the recreation staff and the facilities maintenance staff, we have relocated the Recreation Office. It is now in a wing of the Health Department, the address for that is 306 Jefferson St. Whiteville NC, 28472. We have completed renovations for the recreation staff, who, along with Ms. Julie Strickland, are 99% moved and unpacked. Please stop by and see them if you get a chance, I am sure they would like that.
- We do intend to surplus the mobile space of the old recreation building, and that will likely come to the board in the next few meetings in February. Stuart Carrol is soliciting proposals on that.
- Dr. Lanier can attest that we have had good discussions about the architect on the lab building and the lab advisory committee as well. They should have a proposal for that maybe as soon as February with information that will be beneficial for your knowledge. The final design, the bidding and the construction of it will provide for opportunities new entrepreneurs in the county.

#### **Agenda Item # 20: ADJOURNMENT**

Chairman Bullard stated that he is proud to be a part of this Board and thanks them all for what they do. He stated that he thinks that we have a good group and is thankful for them.

#### **MOTION:**

At 7:09 P.M. Commissioner Watts made a motion to adjourn, and it was seconded by Commissioner Feathersen. The motion passed unanimously.

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**JANA NEALEY, Clerk to the Board**

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**RICKY BULLARD, Chairman**