

COUNTY BOARD OF COMMISSIONERS
Monday, June 20, 2022
6:30 P.M.

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
 Amanda B. Prince, **Staff Attorney/Clerk to Board**
 Jay Leatherman, **Finance Director**
 Boyd Worley, **Board Attorney**

COMMISSIONERS ABSENT(EXCUSED):

Chris Smith

Agenda Item #1: MEETING CALLED to ORDER:

At 5:45 P.M., Chairman Ricky Bullard called the Monday, June 20, 2022 Columbus County Board of Commissioners Regular Session Meeting to order.

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

At 5:46 P.M., Commissioner Coleman 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 Byrd. The motion unanimously passed.

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

No official action was taken.

ADJOURN CLOSED SESSION:

At 6:03 P.M., Commissioner Byrd made a motion to recess Closed Session, seconded by Commissioner McDowell. The motion unanimously passed.

READING and APPROVAL of CLOSED SESSION GENERAL ACCOUNT:

Chairman Bullard requested Boyd Worley, Board Attorney, to orally read the Closed Session General Account. Mr. Worley orally stated the following: "During Closed Session the Board discussed pending litigation with Board Attorney Boyd Worley, no action was taken by the Board."

MOTION:

Commissioner McDowell made a motion to enter into Regular Session, seconded by Commissioner Byrd. The motion unanimously passed.

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

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

Agenda Item #5: BOARD MINUTES APPROVAL:

A. June 6, 2022

MOTION:

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

Agenda Item #6: APPROVAL of JUNE 20, 2022 AGENDA and CONSENT AGENDA ITEMS:
MOTION:

Commissioner Byrd made a motion to add-on Agenda Item# 6C: Tabor City Chamber of Commerce – Approval of Request for Fireworks and waive of Permit Fee and Agenda Item #6D: Administration – Authorize County Manager to Approve Budget Amendments through June 30, 2022, seconded by Commissioner McDowell. The motion unanimously passed.

A. TAX REFUNDS AND RELEASES:

Tax Refunds and Releases

<i>Refunds</i>			Amount:	\$0.00
Gray, Derevia		PROPERTY: 90661	Total:	\$800.00
Value: \$0.00	Year: 18-20	Account: 11-04142	Bill#:	99999
Refund user fees				

<i>Refunds</i>			Amount:	\$587.25
Pope, Marion E Jr. & Beverly		PROPERTY: 14855	Total:	\$747.75
Value: \$14,590.00	Year: 17-21	Account: 08-14980	Bill#:	99999
Refund portion of value. Double listed. Refund Columbus Rescue (14.60) refund Lake Waccamaw (145.90)				

B. APPROVAL of JOHN GANUS CONTRACT with N-FOCUS, INC. (INCLUDED in the FY 22/23 BUDGET):

*Note: This agenda item was removed from consent agenda and placed on the agenda as Item #7A.

C. TABOR CITY CHAMBER of COMMERCE – APPROVAL of REQUEST for FIREWORKS and WAIVER of PERMIT FEE:



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


Date: May 11, 2022
 Re: Columbus County Fireworks Celebration
 To: The Honorable Ricky Bullard, Chairman
 Columbus County Board of Commissioners
 111 Washington Street
 Whiteville, N. C. 28472

Dear Chairman,

The Greater Tabor City Chamber of Commerce requests permission from the Columbus County Board of Commissioners to possess, transport, receive, deliver, and display fireworks at South Columbus High School on Friday, July 1, 2022 for the 35th Annual Columbus County Fireworks Celebration.

We also would like to request that the fee for the permit from the Columbus County Fire Marshal’s office be waived as it has been in the past years.

We appreciate your consideration of the above requests and we look forward to hearing from you soon.

Sincerely,

 Cynthia S. Nelson, EVP

Cc: Mr. Edwin H. Madden, Jr., Columbus County Manager
 Ms. June Hall, Columbus County Clerk

D. ADMINISTRATION – AUTHORIZE COUNTY MANAGER to APPROVE BUDGET AMENDMENTS THROUGH JUNE 30, 2022.

MOTION:

Commissioner Coleman made a motion to change Agenda Item #8 to an action item, seconded by Vice Chairman McMillian. The motion unanimously passed.

MOTION:

Commissioner Byrd made a motion to remove Agenda Item #6B from Consent Agenda and make it a standalone item as #7A, seconded by Commissioner McDowell. The motion unanimously passed.

MOTION:

Commissioner McDowell made a motion to approve the Agenda and consent items as corrected, approving A, C, D and moving B to #7A, seconded by Commissioner Byrd. The motion unanimously passed.

Agenda Item #7: PUBLIC INPUT:

Chairman Bullard opened the floor for Public Comment.

Michelle Brenborg, 309 H. Coleman Lane, Tabor City, NC stated the following:

- I want to talk about Guideway Elementary School and how our community in the Guideway area has come together to work with the county and utilize the school as an outreach center.
- Not only for what you have on your agenda this evening, but also for children, for before and after school programs, and for a sports-type facility.
- Our list is very big and we need to narrow it down but we want to have something our community can get some involvement in.
- We know that it's inevitable, we just keep growing in the South Columbus County area and we want to do something where we can bring people together; like kickball games with adults and children together, having fun, to let kids see that there's good out there and things that we can do.
- Community gardens or things of that nature to involve people, so that's what I wanted to speak about.

Steven Duncan, 83 Fisherman Trail, Tabor City, NC stated the following:

- I'm here to speak along with Michelle on the Guideway Elementary School Project.
- We're wanting to get into our community, be a little more active, and we think that the school property that is there, vacant now and not doing anything, could be used for numerous things throughout the community.
- We'd love to see a G.E.D. program or college courses offered or added to a curriculum there that would be more favorable to the people who work late in the evenings and don't want to make that commute to Whiteville or elsewhere.
- Unfortunately we are seeing that the children in our community don't have a place that's safe for them to go, recreate and enjoy.
- Also, one of the biggest things, I'm previous emergency services, and I'd like to see an opportunity for that to be used in some training for fire, ems, police, so that we have other opportunities outside, and I'm not excluding Southeastern Community College, they do a wonderful job but I'd like to see them extend that on out to our part of the community.
- It's a long drive, 30 minutes, and look at the price of gas folks, these people who are volunteers in our emergency services are taking that money out of their pocket.
- They're giving up their time to start with and possibly their life to help us.
- That's one of my biggest things.
- We need a place for our kids, we need a place for our emergency services and for our education.
- I think this building sitting vacant, is a great opportunity, not only for a senior center but also an outreach center.
- And, I would love to see it expand out into the borders, outside of Columbus County, and bring in our folks from South Carolina that need an education.
- So, I would hope that the Board would work with us and help us facilitate this and help make what we want into a reality.
- Not what we want, it's what we need.
- We need a place for our community.
- So, I appreciate your time Commissioners and we look forward to working with you.

Terry Mann, 203 Elm St, Whiteville, NC stated the following:

- Just briefly, and thank you for the opportunity to speak, I'm just here in support of the adoption of the Recreation Master Plan that you're going to get later in the meeting.
- We did this in Whiteville several years ago and it resulted in some success in a PARTF Grant.
- We just recently worked with a Master Plan on the streetscape plan that we have.
- Just to put it in short terms, you can't get the money if you don't have a plan.

-So, this is the first step and I think the county is on the edge of some major growth and recreation is a major part of that growth and success.

-So, I just urge you to support the Master Plan.

-Thank you.

Agenda Item #7A: APPROVAL of JOHN GANUS CONTRACT with N-FOCUS, INC. (INCLUDED in the FY 22/23 BUDGET):

Dr. Gary Lanier, EDC/Planning Director, requested Board Approval.



STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

AGREEMENT WITH
LOCAL GOVERNMENT

THIS AGREEMENT made the ____ day of _____, 2022 by and between the County of Columbus, a North Carolina unit of Local Government (hereinafter known as "Local Government"); and, N-Focus, Inc., a North Carolina corporation (hereinafter known as "Contractor"), by signatures below, enter into the following Agreement:

WITNESSETH:

WHEREAS Contractor has expertise in local government functions and Local Government has a need for such functions; and

WHEREAS Local Government and Contractor desire to enter into this Agreement;

NOW THEREFORE, Local Government and Contractor agree as follows:

Section A. SCOPE OF FUNCTIONS

Contractor will provide Contractor personnel to perform the following specialized Functions for Local Government:

1. Code Enforcement Functions include:

- a) Investigations of complaints and/or reports of violations,
- b) Preparation of materials for distribution and notifications to owners of record and/or occupants of violation activities,
- c) Meeting and/or hearing with owners of record and/or occupants of violation activities,
- d) Field inspections to determine progress and/or compliance,
- e) Preparation of governing and/or advisory board/council/commission reporting materials,
- f) Presentations of governing and/or advisory board/council/commission reporting materials,
- g) Assisting owners of record and/or occupants of violation activities and advising said to achieve compliance,
- h) Coordination with Local Government legal counsel, when necessary, to provide supporting materials as may be required for the filing of actions and/or liens,
- i) Participation in court proceedings as necessary, and
- j) Updating and submitting summary reports on periodic activities and accomplishments.

Section B. TERMS AND CONDITIONS

- 1. **Contractor Personnel:** To ensure performance of Functions defined in "Section A." herein above meet the expectations of Local Government, Contractor shall assign a primary professional, an employee of Contractor, to Local Government. The primary professional shall be responsible for Contractor personnel performing the agreed upon Functions. Contractor personnel performing the Functions shall be either certified or licensed in their respective fields or apprentice under direct supervision of the primary professional. Contractor personnel performing these Functions shall have considerable knowledge in the principles and practices of local government. The primary professional, supporting personnel and subordinate person(s), if applicable, provided to perform these Functions shall be skilled in the use of work-related computer software packages and other technology used to perform position Functions.

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2. **E-Verify:** Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, Contractor warrants that any subcontractors used by Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
3. **Certification:** Contractor certifies that, as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the Iran Divestment Act and N.C.G.S. § 147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
4. **Equal Employment Opportunity:** Contractor, without limitation of any provision set forth herein, expressly agrees to abide by any and all applicable federal and/or State equal employment opportunity statutes, rules and regulations, as may be from time to time modified or amended.
5. **Status of Contractor:** Contractor and Local Government agree that in the performance of the Functions defined in "Section A." herein above, Contractor personnel shall not be deemed to be an employee(s) of Local Government for any purpose whatsoever, nor act under Color of State Law.
6. **Work Products:** All materials produced by Contractor personnel provided to Local Government shall be the property of Local Government and shall be filed on-site in the offices of Local Government, unless otherwise authorized for purposes and intent of the performance of Functions. Contractor shall be entitled to retain copies, both electronic and paper, of any work products prepared for the benefit of Local Government. Contractor shall not copyright any work products on behalf of Local Government; however, Contractor shall retain the right to utilize work products, such as improved administrative forms, plans, etc., or any portion thereof, for the purpose of performing similar Functions for other jurisdictions.
7. **Progress Reporting:** Contractor shall communicate progress of work performed to Local Government's administrative officer and/or department head periodically or as determined by Local Government.
8. **Period of Service (POS):** Functions defined in "Section A." herein above shall be performed routinely based upon a mutually agreeable schedule during the period July 1, 2022 and ending June 30, 2023. POS as defined herein may be amended through either Termination as set forth in "Section B.14." herein, or Extension as set forth in "Section B.16." herein.
9. **Level of Service (LOS):** The Functions to be performed as defined in "Section A." herein above total 384 hours of service or 18.5% Full Time Equivalency (FTE) and shall be delivered at approximately 32 hours per calendar month on average. Non-scheduled closings (i.e.: weather advisories, etc.) by Local Government shall be considered paid days off and will be recorded in time reporting documents as such. LOS will be monitored monthly, with quarterly invoicing for overages. LOS may be amended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization with Compensation as defined in "Section B.10." herein, and Payments as defined in "Section B.11." herein, adjusted accordingly.

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- 10. Compensation:** The fee for Functions to be performed as defined in "Section A." herein above shall be Twenty-Eight Thousand Four Hundred Sixteen and no/100s (\$28,416.00) dollars for the POS, as defined in "Section B.8." herein. The fee is inclusive of all personnel costs including but not limited to:
- i. Base Salary plus:
 1. Social Security & Medicare (FICA)
 2. State Unemployment Insurance (SUTA)
 3. Federal Unemployment Insurance (FUTA)
 4. Worker's Compensation Insurance
 - ii. Benefits:
 1. Health, Life & Disability Insurance
 2. Paid Vacation & Personal Time
 3. Paid Holidays
 4. Paid Travel Time
 - iii. Professional Development & Certifications;
 - iv. Cellular Communications;
 - v. Company Vehicle with
 1. Vehicle Insurance
 2. Vehicle Operations & Maintenance
 - vi. Meals & Lodging; and
 - vii. Management cost

Printing and reproduction shall be provided by Local Government. Any direct expenses (i.e., printing, postage, etc.) provided by Contractor on behalf of Local Government, shall be reimbursed at actual cost plus seven (7%) percent. Travel cost to and from Local Government jurisdiction by Contractor personnel is included in the fee above. Travel by Contractor personnel on behalf of Local Government to perform inspections within Local Government jurisdiction, or attend meetings outside Local Government jurisdiction, shall be reimbursed at the current IRS Standard Mileage Rate.

- 11. Payments:** Local Government shall provide twelve (12) equal monthly payments in the amount of Two Thousand Three Hundred Sixty-Eight and no/100's (\$2,368.00) dollars without invoice. Monthly payments shall be made during the monthly POS per "Exhibit A" herewith attached, with the first payment due and payable within fifteen (15) days of the beginning of the POS defined in "Section B.8." herein. Monthly invoicing for direct expenses as noted in "Section B.10." herein and LOS overages as noted in "Section B.9." herein shall be due and payable within ten (10) days of invoice. A late payment penalty equal to 1.5% of the unpaid balance of either monthly payments or monthly invoicing may be assessed.

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

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- 12. Access:** Local Government shall provide Contractor personnel with legal access to the primary work area during normal operating hours.
- 13. Liability:** Contractor personnel provided to Local Government are acting as contracted agents of Local Government in accordance with NCGS 160D-402(c) and no liability is implied or assumed for actions on behalf of Local Government, its administration, appointed officials and/or elected officials. General liability insurance shall be maintained by Contractor throughout the POS as defined in "Section B.8." herein for the Functions to be performed under this Agreement. Contractor shall provide Local Government with a Certificate of Insurance prior to beginning Functions defined in "Section A." herein above. This certificate will become a part of this Agreement upon execution of this Agreement. Contractor shall further indemnify and hold Local Government harmless from any/all worker compensation claims by Contractor personnel and any other claims arising out of Contractor personnel's conduct.
- 14. Termination:** Contractor or Local Government may terminate this Agreement for any reason with sixty (60) days written notification. In the event of early termination by Contractor or Local Government, compensation for all Functions provided by Contractor through the termination date will be due and payable at the unit costs in effect at the time of termination. Compensation for any part of a billing cycle based upon the days within said cycle shall be prorated through the termination date. In the event Contractor personnel currently employed, recently separated/terminated or retired from Contractor become employed directly by Local Government either during the POS defined in "Section B.8." herein or within one-hundred-eighty (180) days of the effective date of Agreement termination and/or expiration, Contractor shall be entitled to supplemental compensation by Local Government equal to three (3) months of said employee's full time gross salary equivalent in effect at the time of Agreement termination and/or expiration; furthermore, the supplemental compensation shall be due and payable within ten (10) calendar days of the date Contractor personnel begins employment with Local Government.
- 15. Expiration:** This Agreement shall expire at 11:59 pm on June 30, 2023, unless extended, as defined in "Section B.16." herein.
- 16. Extension:** This Agreement may be extended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization. Upon extension of this Agreement, POS as defined in "Section B.8" herein, LOS as defined in "Section B.9." herein, Compensation as defined in "Section B.10." herein, and Payments as defined in "Section B.11." herein, are subject to change. All other Terms & Conditions defined herein shall remain the same.
- 17. Certifications:** Contractor personnel shall not be required to sign any documents, no matter by whom requested, that would result in Contractor personnel having to certify, guarantee or warrant the existence of conditions whose existence Contractor personnel cannot ascertain. Local Government agrees not to make resolution of any dispute with Contractor or payment of any amount due to Contractor in any way contingent upon Contractor's personnel signing any such certification or document.
- 18. Force Majeure:** Contractor shall not be responsible for any delays, damages, costs, expenses, liabilities, or other problems that may arise as a result of a force majeure. A "Force Majeure" is defined as any event arising from causes beyond the reasonable control of Contractor, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, pandemics, acts or failures of Local Government or others.

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Initials: F-TR Date: 06.03.22

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19. **Conflicting Terms and Provisions:** In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.
20. **Dispute Resolution:** It is acknowledged this Agreement shall be governed by the laws of the State of North Carolina in the event of dispute. Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination, or invalidity, shall be finally settled by the courts having exclusive jurisdiction within the county of Local Government.
21. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
22. **Entire Agreement:** Local Government and Contractor acknowledge this Agreement and any Attachments hereto constitute the entire agreement between Local Government and Contractor concerning the subject matter hereof. All prior agreements, discussions, representations, warranties, and covenants are merged herein. There are no warranties, representations, covenants, or agreements, expressed or implied, between Local Government and Contractor except those expressly set forth in this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by Local Government and Contractor. Unless stated otherwise in this Agreement, this Agreement may not be modified.
23. **Representatives:** On behalf of Contractor, only the following individuals have authority to modify or alter the terms and conditions of this Agreement:

F. Richard Flowe, President & CEO
 Patricia A. Rader, Secretary-Treasurer & COO

24. **Notification:** All correspondence shall be directed to:

Patti Rader, Manager
 N-Focus, Inc.
 315 South Main Street, Suite 200
 Kannapolis, NC 28081
 704.933.0772
 PRader@NFocusPlanning.org

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Section C. ACCEPTANCE:

Patricia A. Rader

Patricia A. Rader, Manager
N-Focus, Inc.

June 8, 2022

Date

ACCEPTED on behalf of Local Government by:

Ricky Bullard
Signature

Ricky Bullard
Printed name of authorized person signed above

June 20, 2022
Date



06/20/2022
Date

ATTEST:

And Pi
Clerk to the governing board/council of
Local Government

PRE-AUDIT:

This document has been pre-audited in accordance with applicable North Carolina General Statute.

Jay Leatherman
Finance Officer

6-13-2022
Date

N-Focus

Initials: *PAR* Date: *06/08/22*

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Initials: *RB* Date: *06/20/22*



Form W-9
 (Rev. October 2016)
 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 for instructions and the latest information.

1. NOTE: (3) Mark on your income tax return. There is required on this line, all not have the mark.

N-Focus, Inc.

2. Business name (disregard 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
 S Corporation
 C Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C or S corporation, P or Partnership) ▶ _____

4. Exemption codes apply only to certain entities, not individuals; see instructions on page 3.
 Exempt cause code (if any) _____
 Exemption from FATCA reporting (code if any) _____
 Agent or account number (if applicable) _____

5. Address number, street, and apt. or suite no. (See instructions.)
315 South Main Street, Suite 200

6. City, state, and ZIP code
Kannapolis, NC 28081

7. List account number(s) (see 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 Requestor for guidelines on whose number to enter.

Social security number
 _____ - _____ - _____

OR
 Employer identification number
 2 6 - 0 6 1 4 6 5 8

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 this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here: Signature of U.S. person: *[Signature]* Date: *01/29/22*

General Instructions

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

Future developments. For the latest information on about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to 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. 10221Y Form W-9 (Rev. 10-2016)

N-Focus

Initials: EAR Date: 01/08/22

Columbus County – FY 23 Agreement

Initials: RB Date: 01/20/22



ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/05/2022		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER State Farm Meterie Franklin 1270 Hendersonville Rd Asheville, NC, 28704		CONTACT NAME: Donna Dark PHONE (INC. OR EXT.): 828-274-2420 FAX (INC. OR EXT.): 828-274-2423 EMAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company NAIC # 25143 INSURER B: State Farm Mutual Automobile Insurance Company 25178 INSURER C: INSURER D: INSURER E: INSURER F:		
INSURED NFOCUS INC 313 S MAIN ST STE 110 KANNAPOLIS NC 28081						
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
FORM NO.	TYPE OF INSURANCE	INSURER (INS. NO.)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> POLICY <input type="checkbox"/> LOC OTHER:		93-05-L417-0	09/28/2021	09/20/2022	EACH OCCURRENCE \$ 2,000,000 SOLELY TO FORTHO PROVISIONS (LA occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NAMED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-SCHEDULED AUTOS ONLY		364 7270-A20-33H	01/20/2022	01/20/2023	COMBOD SINGLE UNIT (LA accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000
	UMBRELLA LIAB EXCESS LIAB ENR <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in MI) (If yes, provide under DESCRIPTION OF OPERATIONS below)	Y/N H/A	93-EH-G042-7	03/24/2021	03/24/2023	PER STATUTE <input type="checkbox"/> DIS-PT <input type="checkbox"/> \$L EACH ACCIDENT \$ 100,000 \$L DISEASE - EA EMPLOYED \$ 100,000 \$L DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / RISKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Thirty days written notice will be given prior to cancellation and subsequent to any adverse change in coverage.						
CERTIFICATE HOLDER			CANCELLATION			
			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE ©1988-2016 ACORD CORPORATION. All rights reserved.			
ACORD 25 (2016/03)		The ACORD name and logo are registered marks of ACORD		1031408 132843.12 00-10-2016		

N-Focus

Initials: DFR Date: 01/05/22

Columbus County – FY 23 Agreement

Initials: RB Date: 01/20/22

N-Focus, Inc.

- Columbus County
- FY 23_Code Enforcement_Agreement

"Exhibit A"
Payment
Schedule

	Contract Payment Due Dates	Payment Dates	Check Number	(12) Equal Monthly Payments in the Amount of	Contract Balance	Notes
				\$ 2,368.00	\$ 28,416.00	
	<u>2022</u>					
1	July 10th		1	\$ 2,368.00	\$ 26,048.00	
2	Aug. 10th		2	\$ 2,368.00	\$ 23,680.00	
3	Sept. 10th		3	\$ 2,368.00	\$ 21,312.00	
4	Oct. 10th		4	\$ 2,368.00	\$ 18,944.00	
5	Nov. 10th		5	\$ 2,368.00	\$ 16,576.00	
6	Dec. 10th		6	\$ 2,368.00	\$ 14,208.00	
	<u>2023</u>					
7	Jan. 10th		7	\$ 2,368.00	\$ 11,840.00	
8	Feb. 10th		8	\$ 2,368.00	\$ 9,472.00	
9	March 10th		9	\$ 2,368.00	\$ 7,104.00	
10	April 10th		10	\$ 2,368.00	\$ 4,736.00	
11	May 10th		11	\$ 2,368.00	\$ 2,368.00	
12	June 10th		12	\$ 2,368.00	\$ -	

N-Focus

Initials: *PAR* Date: *06.08.22*

Columbus County – FY 23 Code Agreement

Initials: *RB* Date: *06/29/22*

MOTION:

Commissioner Byrd made a motion to approve the John Ganus contract with N-Focus, seconded by Commissioner McDowell. The motion unanimously passed.

Agenda Item #8: RECOGNITION – APPROVAL of COLUMBUS COUNTY EMS PROCLAMATION:

The Commissioners recognized Columbus County EMS personnel for the tremendous service they provide.

EMS PROCLAMATION of APPRECIATION

WHEREAS, emergency medical services are a vital public service and every day, EMS providers put the needs of their communities above their own as they respond to crises, treat injuries, and save lives; **and**

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; **and**

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; **and**

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in numerous hours of specialized training and continuing education to enhance their lifesaving skills; **and**

WHEREAS, it is appropriate to recognize the value and accomplishments of our emergency medical services providers.

NOW, THEREFORE, BE IT RESOLVED, we, the Columbus County Board of Commissioners, do hereby acknowledge the professionalism and dedication shown by our EMS personnel, and show appreciation for their diligent service.

APPROVED and ADOPTED this the 20th day of June, 2022.

Columbus County Board of Commissioners

/s/ RICKY BULLARD, Chairman

/s/ CHRIS SMITH

/s/ LAVERN COLEMAN

/s/ CHARLES T. MCDOWELL

/s/ BOYD WORLEY, Board Attorney

/s/ LATOYA WILLIAMS, Deputy Clerk

/s/ JEROME MCMILLIAN, Vice Chairman

/s/ GILES E. BYRD

/s/ BRENT WATTS

/s/ EDWIN H. MADDEN, Jr., Manager

/s/ AMANDA B. PRINCE, Staff Attorney/Clerk to the Board

MOTION:

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

Agenda Item #9: PROCLAMATION – WHITEVILLE HIGH SCHOOL BASEBALL TEAM:

MOTION:

Commissioner McDowell made a motion to table this item until the July 18th meeting as the team was unable to attend due to a ballgame, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #10: EMPLOYEE SPOTLIGHT – J'NAI ROMAN:

County Manager Eddie Madden spotlighted Columbus County Housing Authority Assistant Director, Ms. J'Nai Roman.

County Manager Eddie Madden, stated the following:

-J'Nai has worked with Columbus County's Housing Department since 2015 and was recommended for this recognition by Rebecca Tyson, who is also here with us this evening.

-The Housing Office is responsible for finding placement for low-income residents in both subsidized and non-subsidized housing.

-J'Nai works specifically as the Waiting List Coordinator for the Housing Office and she has the very difficult job of finding adequate housing for qualifying families, in a market where affordable housing is very difficult to find.

-According to Ms. Tyson, J'Nai is a dedicated employee who is happy to take on any responsibility that comes her way, no job is too big or too small; J'Nai is an excellent employee and I am so grateful to have her.

-For these reasons and many others we are honored to recognize J'Nai Roman as tonight's employee spotlight recipient.

Agenda Item #11: NCDOT – COLUMBUS COUNTY PROJECTS AND PROGRAMS UPDATE:

Kenneth L. Clark, PE, District Engineer provided an update on current and upcoming projects in the county.



NORTH CAROLINA
Department of Transportation

NCDOT UPDATE FOR COLUMBUS COUNTY COMMISSIONERS

Kenneth L. Clark, PE

June 20, 2022

ncdot.gov

Program Updates

- Road Mileage Statistics
- Resurfacing
- State Transportation Improvement Program (STIP)
- Safety Projects
- Bridge Projects
- Paving of Unpaved Secondary Roads
- Other / Discussion

2

ncdot.gov

State Maintained Road Mileage

Comparison With Neighboring States

	State Maintained	Total Public Mileage	
North Carolina	79,669	106,521	75%
Virginia	57,867		
South Carolina	41,444		
Georgia	13,884	123,546	11%
Tennessee	19,248	95,737	20%

3

Mileage Statistics

(State Maintained Bladen / Columbus)

	Paved	Unpaved	Total
Bladen County	848.4	25.8	874.2
Columbus County	1169.6	73.5	1243.1
District 3 Total	2018.0	99.3	2117.3
Rhode Island			1100

4

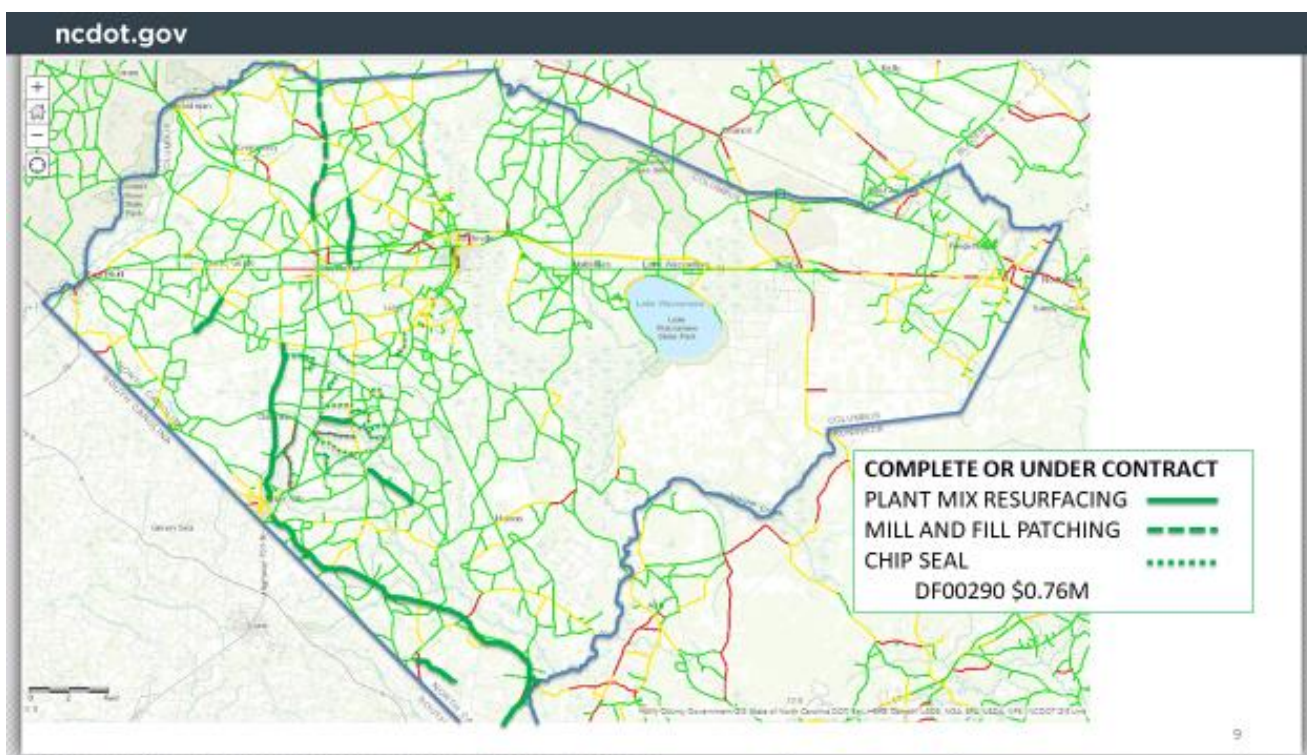
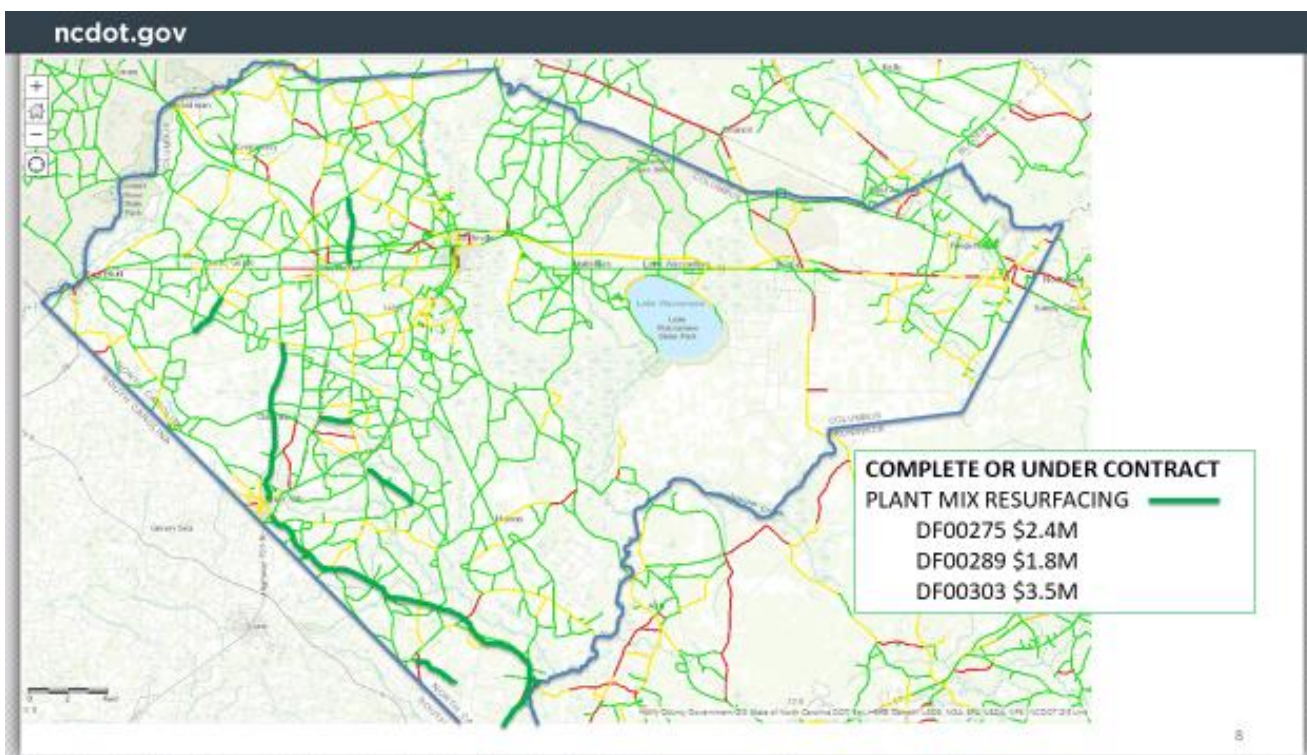
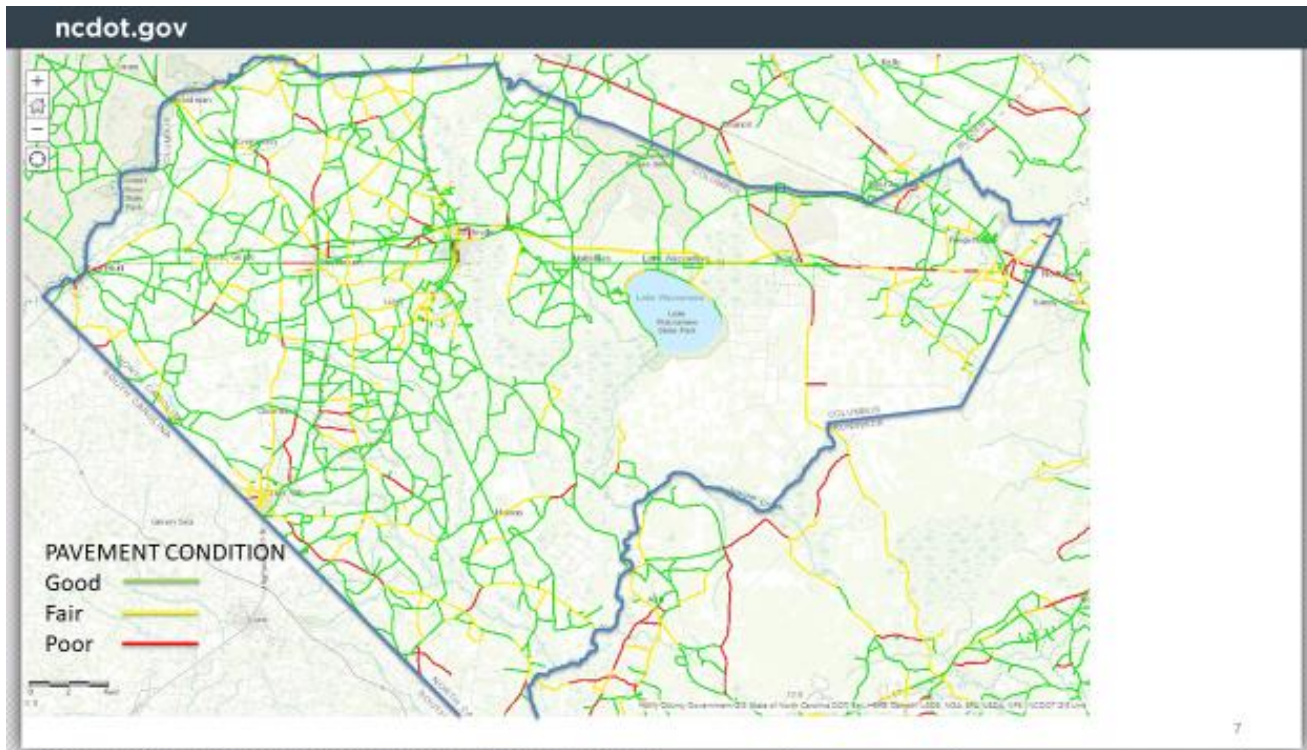


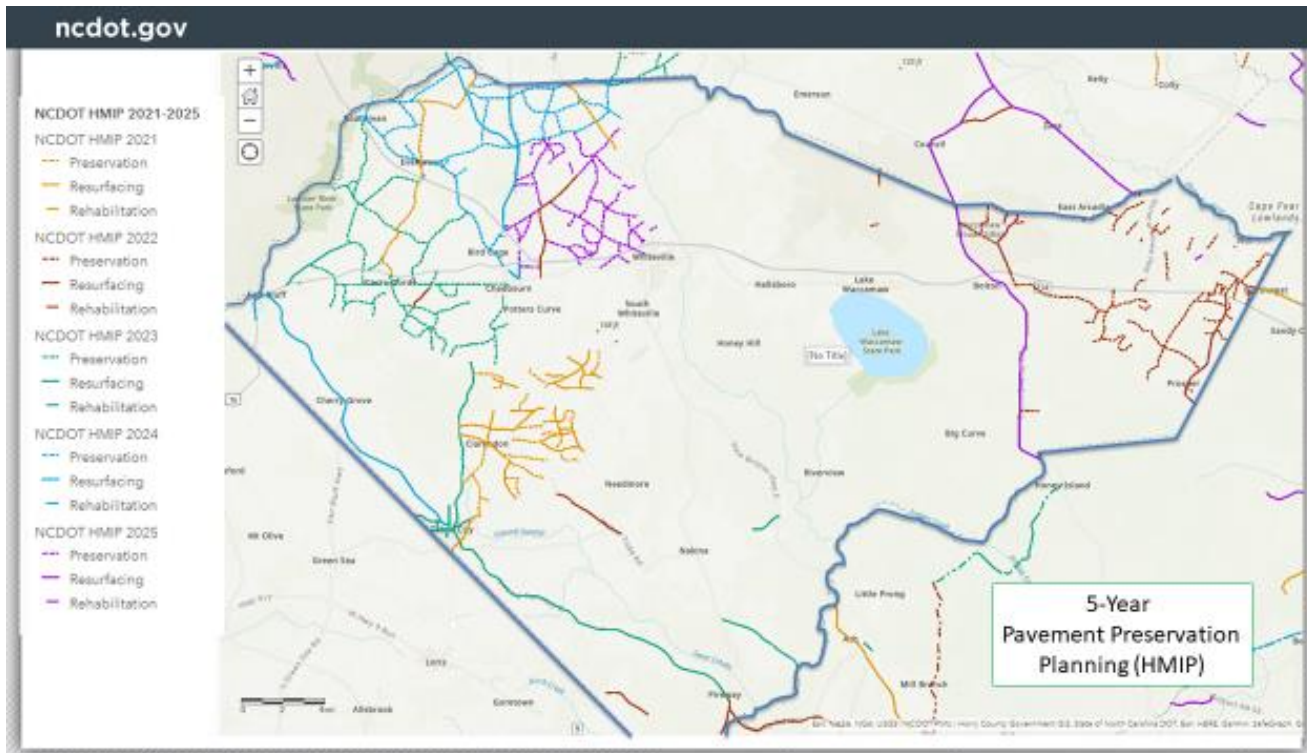
5

Pavement Condition

- Columbus County
 - 72.3% Good (64.4% State Average)
 - 86.8 Avg. Pavement Condition Score
- Apply Plant Mix on High Volume or Poor Condition
- Chip Seal Low Volume / Fair Condition to Extend Life

6



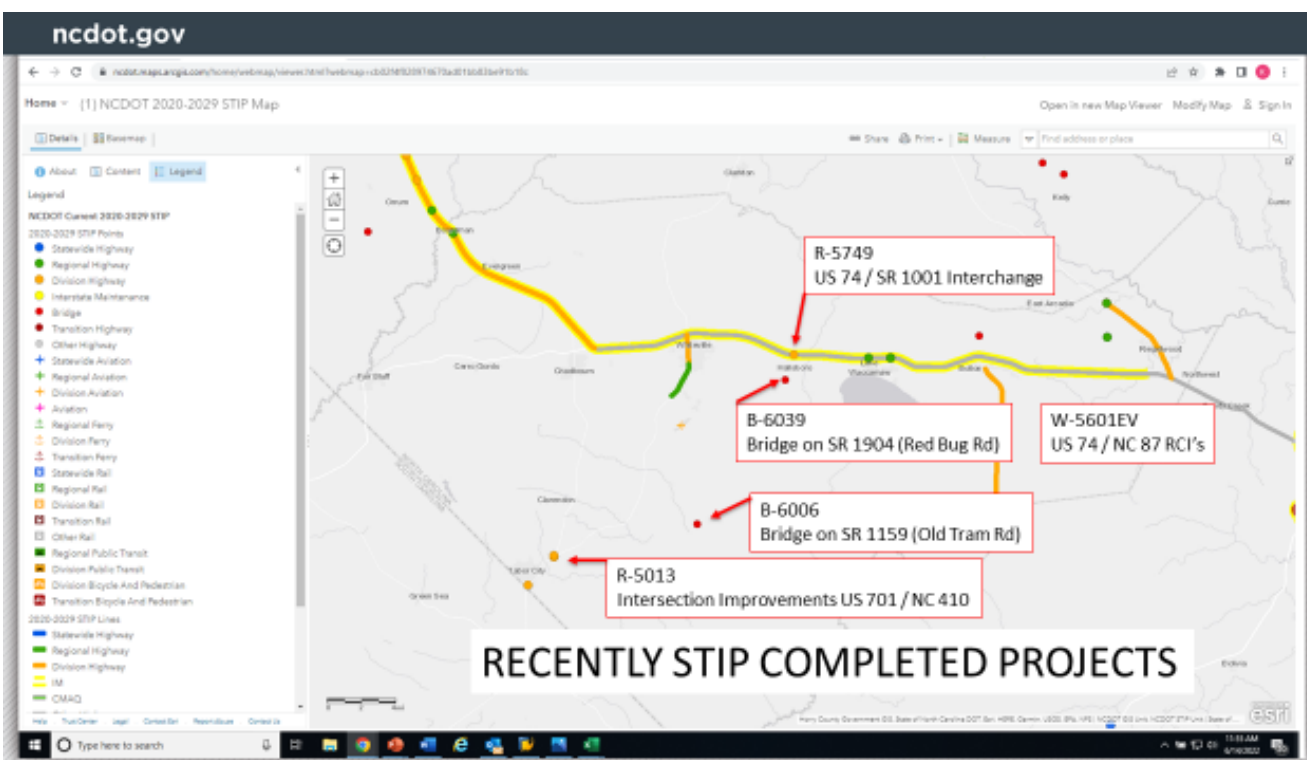


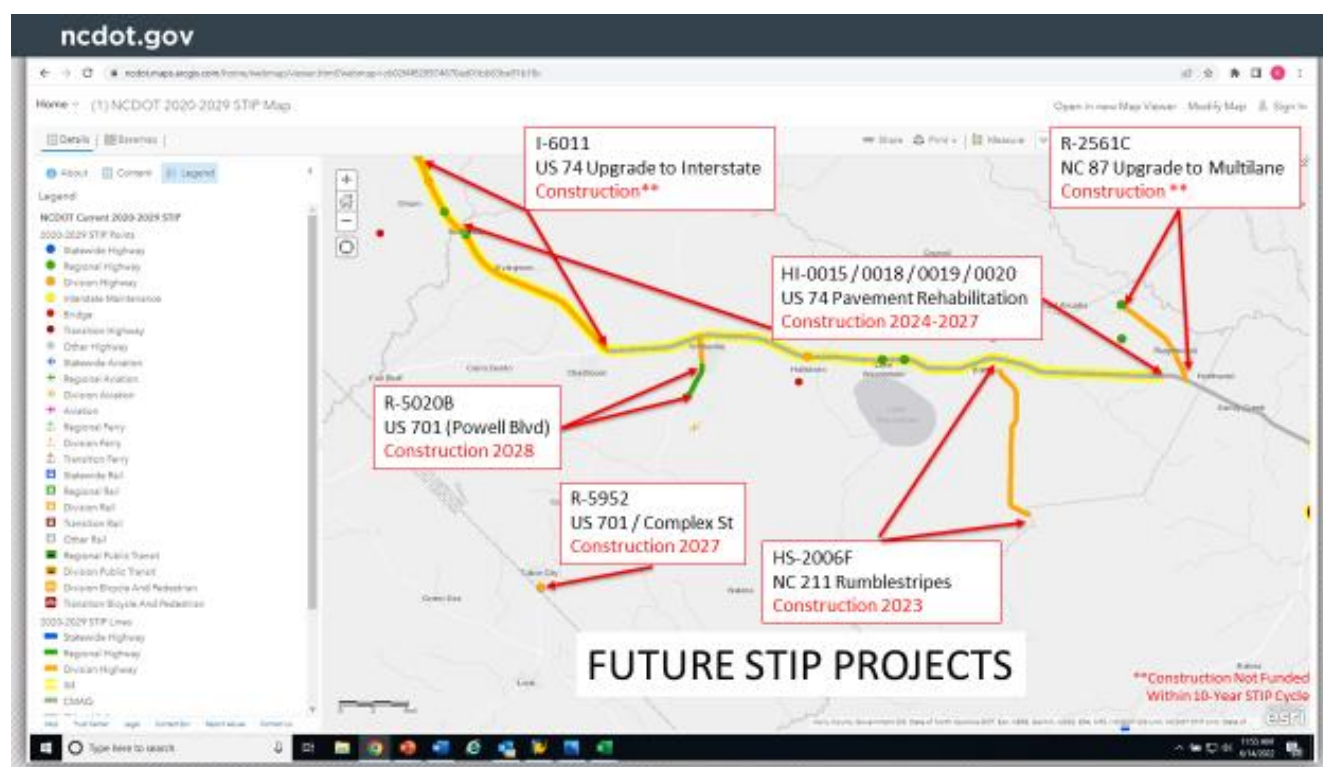
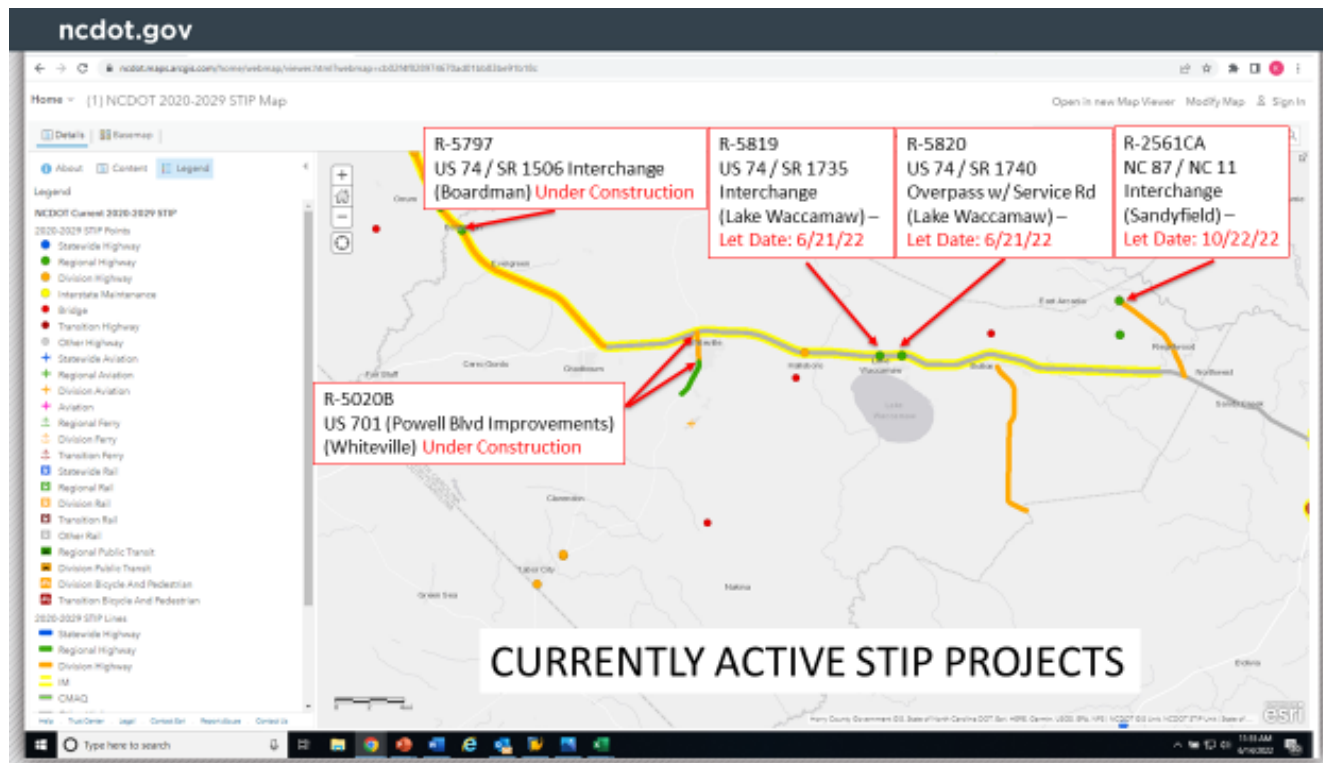
ncdot.gov

State Transportation Improvement Program (STIP)

- Multi-Year Capital Improvement Document Which Denotes Scheduling & Funding Of Projects Across North Carolina
- Federal Requirement That Program Matches Projected Funding Levels; Therefore, NCDOT Typically Updates Every 2 Years
- Because of Unprecedented Cost Increases, Unconstructed Projects In 2020-2029 STIP Are Rolling Forward to Draft 2024-2033 STIP With No New Projects Being Added
- In The Draft STIP, Columbus County Loses No Projects; However, I-6011 Not funded & R2561C Is Only Funded For Preliminary Design

11





Large Safety Projects

- **Under Construction:**
 - W5706J – NC 410 Offset Intersection at SR 1002 (Old Lumberton Road) and SR 1003 (Silver Spoon Road)
- **Recent Let:**
 - W5706S – US 74 Reduced Conflict Intersections from SR 1836 (Byrdville-Freeman Rd to SR 1845 (Money Hole Rd)
- **Upcoming Let:**
 - W5706AA – NC 410 at SR 1317 (Clarendon Chadbourn Rd)

Small Safety Projects

- All Way Stop Locations:
 - SS6006BA - US 76 at SR 1443 / SR 1504 (Princess Ann Rd)
 - SS6206H – SR 1552 (Smyrna) / SR 1585 (Union Valley)
- Guardrail:
 - SS6206J – NC 131 at Western Prong Swamp
- School Improvements:
 - SM6106A – Hallsboro Elementary
 - SM6106B – Old Dock Elementary

16

Active Bridge Projects

- Under Contract (Express Design Build – Dock Road):
 - HB-0011 Bridge Over Gum Swamp on SR 1928
 - HB-0012 Bridge Over Waccamaw River Overflow on SR 1928
 - HB-0013 Bridge Over Canal on SR 1928
 - HB-0014 Bridge Over Juniper Creek on SR 1928
- Under Contract (Regular):
 - Bridge Over Five Mile Branch on SR 1428 (Thompsons town)

17

Upcoming Bridge Projects

- SR 1002 (Old Lumberton Road)
Bridge Over Western Prong Swamp (Let 2023)
- US 76
Bridge Over Gapway Swamp at SC Line (Let 2023)
- SR 1818 (Neils Eddy Road)
Bridge Over Mill Creek (Let 2024)
- SR 1800 (Blacksmith Road)
Bridge Over Ricefield Branch (Let 2024)
- SR 1158 (Chair Factory Road)
Bridges Over Beaverdam Swamp (Let 2025)

18

Secondary Road Paving

- County Program Until 2015
- Now All Unpaved Roads Must Compete Statewide
- Continue To Have Agent Work List For Right-of-Way
- Two Roads Currently Funded
 - SR 1868 TV Tower Road
 - SR 1913 Pameter Road (Portion)

19

Other Project Categories

- High Impact / Low Cost:
 - US 701 / SR 1546 (Bill Hooks Rd) – Construct Left Turn Lane
 - NC 87 / SR 1740 (Old Lake Rd) – Construct Left Turn Lane
- Economic Development:
 - Wall Street in Tabor City

20



NORTH CAROLINA
Department of Transportation



QUESTIONS?

Contact Ken Clark, District Engineer

910-788-5300 or e-mail klclark@ncdot.gov

Agenda Item #12: PARKS & RECREATION – ACCEPTANCE of RECREATION MASTER PLAN:

Julie Strickland, Director, and Brian Starkey, Director of Parks & Recreation with WithersRavenel, requested Board acceptance.

A copy of this document will be marked as Exhibit “A”, and kept on file in Minute Book Attachments, Book Number 7, in the Clerk to the Board’s Office, for review.

MOTION:

Commissioner McDowell made a motion to accept the Recreation Master Plan, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item #13: AGING – APPROVAL of BID by TRIO COMMUNITY MEALS for NUTRITION SERVICES:

Kristie Massey, Director, requested Board approval.



June 3, 2022

Kristie Massey, Director
 Sucreal Jackson, Nutrition Supervisor
 Columbus County Department of Aging and Adult Services
 827 Washington Street
 Whiteville, NC 28472

Dear Ms. Massey and Ms. Jackson,

TRIO is honored to partner with the Columbus County Department of Aging and Adult Services for over 20 years. TRIO shares your mission to provide nutritious meals while presenting opportunities for social engagement and health and wellness activities. TRIO thanks Columbus County Department of Aging and Adult Services for your trust in us to prepare and deliver appealing meals to seniors throughout your communities.

TRIO's proposal includes congregate and home-delivered meals delivered to all seven Nutrition Sites. TRIO is excited to evolve our partnership as you grow your senior nutrition program. We are committed to being a good partner during these difficult economic times of hyperinflation with labor and supply chain shortages.

As Managing Director for TRIO Community Meals, I look forward to leveraging our experience to grow and strengthen our partnership with the Columbus County Department of Aging and Adult Services. Please contact me directly with any questions regarding our proposal or contact Donna Doran at 601.594.0252 or donna.doran@triocommunitymeals.com.

With kind regards,

A handwritten signature in black ink, appearing to read "John Kirk".

John Kirk
 Managing Director, TRIO Community Meals
john.kirk@triocommunitymeals.com

MEAL PRICE

When the COVID-19 pandemic hit, it impacted the how we do business and how we live our lives. TRIO pivoted to ensuring that all your food service needs were met while being flexible to the ever-evolving climate. Unfortunately, the pandemic has drastically impacted the cost of doing business in a challenging manner that we have never experienced.

TRIO will continue to provide Columbus County with a quality program at the lowest price.

The price per meal reflects the unforeseen and unprecedented hyper-inflation resulting from supply chain shortages, labor shortages, labor cost increases, and a rise in food, utilities, and fuel costs. Food Prices have risen in excess of 19% in the last six months. Paper products have increased at roughly the same rate or higher. Our economy hasn't seen increases like this in many years and we are expecting them to continue rising through the year.

CONGREGATE BULK MEALS	HOME- DELIVERED MEALS PRE- PLATED	FROZEN MEALS	SHELF STABLE MEALS
\$5.736	\$5.736	\$5.736	\$5.736



**TOKIO MARINE
HCC**

Surety Group
8 Forest Park Drive
Farmington, CT 06032 USA
Tel: 860-284-4827

May 31, 2022

County of Columbus, North Carolina
c/o Columbus County Department of Aging and Adult Services
827 Washington Street
Whiteville, NC 28472

RE: Bondability Letter for TRIO Community Meals, LLC
PROJECT: Nutrition Services For The Columbus County Department of Aging And Adult Services

Tokio Marine HCC - Surety Group is a leading provider of surety bonds; comprised of American Contractors Indemnity Company, U.S. Specialty Insurance Company and United States Surety Company. Our underwriting companies are rated A+ (Strong) by Standard & Poor's and A++ (Superior) by A.M. Best Company.

Tokio Marine HCC is a leading specialty insurance group underwriting more than 100 classes of specialty insurance in approximately 180 countries. Headquartered in Houston, Texas, the company is made up of highly entrepreneurial teams equipped to underwrite special situations, companies and individuals. Tokio Marine HCC is part of Tokio Marine, a premier global company with a market cap of approximately \$30 billion.

TRIO Community Meals, LLC is a surety client of Tokio Marine HCC - Surety Group. We understand that you are considering them for future projects. Although we have not set a maximum single bond limit, we will consider the company for payment and performance bonds of \$5,000,000 single limit within a \$30,000,000 aggregate program.

Please be advised that execution of all final bonds is subject to review and acceptance of the final contract terms, conditions, and financing by our client and Tokio Marine HCC - Surety Group at the time of each request. This letter does not guarantee the execution of any final bonds. The information contained herein is furnished as a matter of courtesy for your confidential use and is merely an expression of opinion as of the date of this letter. If you have any questions, please do not hesitate to contact me at 860-284-6141.

Best Regards,

Ann Higgins

Ann Higgins
Authorized Representative
On Behalf of U.S. Specialty Insurance Company

Surety Group
801 S Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-849-0990

Bond Number: BB2019356

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, TRIO Community Meals, LLC (hereinafter called Principal), as Principal, and U.S. Specialty Insurance Company, a corporation organized and existing under the laws of Texas (hereinafter called Surety) as Surety, are held and firmly bound unto County of Columbus, North Carolina (hereinafter called Oblige) as Oblige, in the penal sum of Five percent (5 %) of amount bid not to exceed Forty Thousand And No/100 Dollars (\$40,000.00) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Oblige on a contract for Nutrition Services for Columbus County Department of Aging and Adult Services for

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure up to and not exceeding the penal sum of the bond.

Signed and sealed this 31st day of May, 2022.

Principal: TRIO Community Meals, LLC
 By: John Kirk Managing Director
 Surety: U.S. Specialty Insurance Company
 By: Ann Higgins Attorney-In-Fact

Any claims under this bond may be addressed to the Surety at the following address:

U.S. Specialty Insurance Company
 801 South Figueroa Street, Suite 700
 Los Angeles, CA 90017
 Attention: _____
 Tel: (310) 849-0990
 E-mail: _____



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

ANN HIGGINS

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2019356, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Fifty million and 00/100 (\$50,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of April, 2022.

State of California
County of Los Angeles SS:



U.S. SPECIALTY INSURANCE COMPANY
By: Adam S. Pessali
Adam S. Pessali, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of May, 2022.

Bond No. BB2019356
Agency No. 19785




Kio Lo, Assistant Secretary

Visit tmhcc.com/surety for more information

HCC90Z2POAUS80340022

DocuSign Envelope ID: 5F959377-BA2E-425D-952F-F110B0183E9D



Surety Group
801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

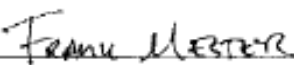
Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

**American Contractors Indemnity Company, Texas Bonding Company,
United States Surety Company and U.S. Specialty Insurance Company**




By: 
Frank Mester, Vice President

Reference Information
Principal Name: TRIO COMMUNITY MEALS, LLC
Bond/Bid Number: BB2019356
Agency Name: HAYS COMPANIES INC.
Attorney-in-Fact: ANN HIGGINS
Date: May 31, 2022

Bond validation available at tmhcc.com/surety

HCC90Z2POAUS80340022

ACKNOWLEDGMENT BY SURETY		
STATE OF <u>Minnesota</u>	}	ss.
County of <u>Hennepin</u>		
On this <u>31st</u> day of <u>May</u> , <u>2022</u> , before me personally appeared <u>Ann Higgins</u> , known to me to be the Attorney-in-Fact of <u>U.S. Specialty Insurance Company</u> , the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.		
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.		
	<u>Kesha Greene</u> Notary Public in the State of <u>Minnesota</u> County of <u>Hennepin</u>	

5-0230/GE 10/99

XDP

MOTION:

Commissioner Coleman made a motion to approve the bid by Trio Community Meals, seconded by Commissioner Byrd. The motion unanimously passed.

Agenda Item #14: AGING – APPROVAL to RELOCATE the BUG HILL SENIOR CENTER to the FORMER GUIDEWAY ELEMENTARY SCHOOL, NOW OWNED by the COUNTY:

Kristie Massey, Director, requested Board approval.

Kristie Massey

From: Stuart Carroll <scarroll@columbusco.org>
Sent: Thursday, April 28, 2022 4:00 PM
To: 'Kristie Massey'; 'Gail Edwards'
Subject: RE: Bug Hill Senior Center

Best estimate is less than \$40,000...

\$25,532 canopy
 \$ 3,500 concrete handicap pad
 \$4,500 LVT flooring for kitchen area
 \$400 painting walls
 \$1,800 wax/strip flooring
 \$400 water heater
 \$1,200 Other miscellaneous expense...kitchen cabinet, counter top, electric& plumbing, handicap toilets, blinds....

This doesn't include phone system, internet, signage, etc...

Thanks Stuart

From: Kristie Massey [mailto:kristie.massey@columbusco.org]
Sent: Tuesday, April 19, 2022 4:41 PM
To: 'Stuart Carroll' <scarroll@columbusco.org>; Gail Edwards <gedwards@columbusco.org>
Subject: Bug Hill Senior Center

Stuart,

Is there any way we can start getting estimates together for the Bug Hill Senior Center move to Guideway elementary Pod?

I know some the changes will include:

- Kitchen area remodel with carpet being pulled up and replaced with mop-able flooring
- Bathrooms redone with toilets changed to handicap accessible
- Walls painted
- Blinds in rooms without them
- Possible floor waxing
- The walkway will need a cover where it was removed

I believe once we get an estimate together we can present to the commissioners to see when they would like to move forward and the where the funds will come from to move forward.

Kristie L. Massey

Director,
 Columbus County
 Department of Aging

MOTION:

Commissioner McDowell made a motion to approve the relocation of the Bug Hill Senior Center to the former Guideway School, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item #15: ADMINISTRATION – APPROVAL of INTERLOCAL AGREEMENT with SOUTHEASTERN COMMUNITY COLLEGE:

Eddie Madden, County Manager, requested Board approval.

**INTERLOCAL AGREEMENT BETWEEN COLUMBUS COUNTY
 AND SOUTHEASTERN COMMUNITY COLLEGE**

**STATE OF NORTH CAROLINA
 COUNTY OF COLUMBUS**

This **AGREEMENT** is made and entered into this the ___ day of June, 2022, by and between **COUNTY OF COLUMBUS** (hereinafter referred to as “County”) and **SOUTHEASTERN COMMUNITY COLLEGE** (hereinafter referred to as “College”).

W I T N E S S E T H:

WHEREAS, the parties agree that it would be mutually advantageous to cooperate in developing a space for the College to teach automotive technology courses;

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto and for the purpose aforesaid, it is hereby agreed by and between County and College as follows:

1. County shall grant the use of buildings C and D on the North Campus located at 2586 James B. White Hwy N to College for the purpose to teach automotive technology courses.
2. College shall be responsible for any repairs needed to the buildings.
3. College shall have access to common parking areas.
4. Improvements made to the buildings shall be considered as consideration for use of the buildings.
5. College shall indemnify County to the extent possible by law for any and all liability associated with said courses and improvements.

This **AGREEMENT** may be rescinded by a resolution adopted by a majority vote of either the Board of Commissioners of Columbus County or the President of Southeastern Community college with 120 days prior written notice to the other party.

This **AGREEMENT** shall be valid for a period of two (2) years from the date hereof or until rescinded pursuant to the preceding paragraph.

This **AGREEMENT** shall be effective as of July 1, 2022.

IN WITNESS WHEREOF, County and College have caused this Agreement to be signed by their proper officials, duly appointed by authority of the governing body of each tax unit.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Ricky Bullard, Chairman

ATTESTED BY:

Latoya Williams
Deputy Clerk to the Board

(SEAL)

SOUTHEASTERN COMMUNITY COLLEGE

Dr. Chris English, President

ATTESTED BY:

(SEAL)

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

Columbus County Finance Officer Date

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

Southeastern Community College Finance Officer Date



MOTION:

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

Agenda Item #16: ADMINISTRATION – APPROVAL of NORTH CAROLINA HOUSING FINANCE AGENCY 2022 ESSENTIAL SINGLE FAMILY REHABILITATION LOAN POOL PROGRAM (ESFRLP) ASSISTANCE, DISBURSEMENT, PAGE 3 of 6 PROCUREMENT POLICIES and PROJECT ORDINANCE:

MOTION:

Commissioner McDowell made a motion to table this item until the July 5th Board Meeting, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #17: DSS – MONTHLY ADMINISTRATIVE UPDATE:

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

**Monthly Administrative Update
For May 2022
June 20, 2022 Meeting**

The month of May is National Foster Care month. During the month of May awareness of the need for foster parents was emphasized. This year the focus is on kinship care. When children cannot remain safely with their parents, placement with relatives or kin is the preferred option as it can help maintain family connections and cultural traditions that can minimize the trauma of being separated from family.

On May 10, 2022, the Community Child Protection Team meeting was held at our agency. There were various agencies and school counselors and social workers in attendance. The group discussed several cases and the fatality that took place earlier this year. Due to the fact that school will be out for the summer we will not meet in June or July. Meetings will resume when school reopens in August.

On May 17, 2022, we had a visit from our Child Welfare Consultant. During her check in visit we discussed some upcoming policy changes and new training for child welfare supervisors that the state has developed. She pointed out some areas that staff needed to review to make sure forms are completed.

On May 19, 2022, I attended the Eastern Regional Directors meeting held at Pine Knoll Shores, NC. During the meetings we discussed on how agencies are recruiting for vacant positions as many agencies are experiencing vacancies and difficulty filling those vacancies. We also talked about how to handle conflict of interest cases that arise in child welfare. We were advised to ensure that staff are not providing information or forms about custody and guardianship to parents when children are removed from the home. This is a legal issue and DSS doesn't get involved in custody.

We were informed that counties would be receiving some funding to assist with the mandated Foster Care Board Rate increases that the General Assembly approved in January 2022. There is also talk of a bill being introduced to provide some continuous funds for the increase in the foster care rates.

On the last day of the meeting we were given an update on Medicaid and the Public Health Emergency from Melanie Bush, from the Division of Health Benefits. She stated that states would be given a sixty-day notice prior to the ending of the Public Health Benefits Emergency (PHE). It is projected to end in October 2022. Since March of 2020 North Carolina has not been allowed to terminate individuals because of the PHE. If and when it ends the 1.7 million cases on Managed Care will have to be redetermined for Medicaid. This will be a huge workload on local DSS agencies to complete these redeterminations within a timely manner. We also were told that Medicaid Expansion could happen in 2022. This would involve coverage for individuals ages 18-64. The division is working on ways to assist with or lessen the workload that the ending of the Public Health Emergency and Medicaid Expansion will cause for DSS agencies across the state. This was a very informative meeting. During the month of May, we completed a budget amendment to move funding around to cover some accounts that have been overspent due to the increased needs in foster care and the public health emergency. Lastly, during the month of May I attended seven zoom and in person meetings.

**May 2022
Human Services**

Adult Services (APS)

APS Reports Accepted: 4

County Wards: 28
 Number of Payee Cases: 12
 Adults Served APS: 0
 Number of Medicaid Transportation Trips: 1,088
 Amount Requested for Reimbursement: \$17,175.31

Children's Protective Services (CPS)

Reports Accepted: 30
 Reports Screened out: 30
 Families Receiving In-Home Services: 35
 Children Served: 66
 Contacts with Families Monthly: 406
 Assessments: 20

Foster Care

Foster Children in Foster Homes: 127
 Children Placed Outside County: 30
 Agency Adoptions: 4
 Pending Adoptions: 2
 Total Foster Homes Licensed: 6
 Total Children in Foster Care: 129

Work First Employment (TANF)

Applications Taken: 13
 Applications Approved: 3
 Individuals Receiving Benefits: 204
 Entered Employments: 2
 Number in Non-Paid Work Experience: 0

Program Integrity

Collections for Fraud: \$669.56
 New Referrals: 2
 Cases Established: 1

Day Care

Children Receiving Day Care Assistance: 396
 Children on the Waiting List: 100
 Amount Spent on Day Care Services: \$214,082.00

May 2022

Economic Services

Food & Nutrition

Applications Taken: 197
 Applications Approved: 172
 Active Cases: 6,485
 Benefits Issued: \$3,049,411.00
 Participants Served: 12,746

Adult Medicaid

Applications Taken: 74
 Cases Terminated: 28
 Redeterminations: 262
 Applications Processed: 157

Family & Children's Medicaid

Applications Taken: 127

Applications Processed: 251
 Redeterminations: 499
 Total Medicaid Cases: 14,910
 Total Individuals Receiving: 22,661

Child Support

Absent Parents Located: 42
 Orders Enforced: 648
 Active Cases: 3,834
 Collections: \$450,048.00

Respectfully submitted,
 Algernon McKenzie

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

Intake/Investigation/Assessment:

The Intake/Investigation/Assessment Unit has one vacancy; interviews have been completed with a recommendation from an employee in another department. This Unit continues to be very busy with referrals involving substance abuse, domestic violence, and mental health issues, among other things. The Regional Child Welfare Consultant (RCWC) continues to make monthly contacts to review agency data, policy updates, and casework.

In-Home Services:

The In-Home Services Unit continues to be short staffed with 1-vacancy. The newly hired SW has just completed her Pre Service Training, as well as her CPS – I H S Assessment Training. Currently this SW has been shadowing SW's within the unit to become familiar with the various duties & responsibilities of In-Home Services Unit. Three workers have completed the “**How to work with Families Affected by Drugs & Alcohol**” course for 10 credit hours. Total contacts and children served continue to increase indicating more intensive involvement with current caseloads. The Regional Child Welfare Consultant (RCWC) continues to make monthly contacts to review agency data, policy updates, and casework.

Foster Care/Permanency Planning:

The Foster Care Supervisor position has been filled. The new supervisor is Kristen Prevatte. Kristen has 8 years of work experience in the FC unit and served as the lead worker. The unit has 2 vacancies and will be 3 after June 21st. There are currently 127 children in care. This Unit continues to break county records for the largest amount of children in custody in Columbus County. However, we continue to work towards reunifying children back with families and giving them permanency. The DSS attorney continues to make diligent efforts to help decrease the number of children coming into care. The Regional Child Welfare Consultant (RCWC) continues to monitor the child welfare units and making monthly visits to review agency data, policy updates, and casework.

Transitional Unit:

The Transitional unit continues to be fully staffed. Staff continue to work caseloads while assisting the other Child Welfare Units as needed, particularly in the areas of courtesy requests from other counties, assisting with supervising visits and transporting children in custody. This Unit is helping 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. Increasing foster care rates are projected to cause a bigger financial burden on counties that already have difficulty finding appropriate placements for children, especially those with behavior issues. From the recent MAPP Class, 4 new foster homes will be licensed for the county and staff is beginning the recruitment process for the next class to be held in July, 2022. The Regional Child Welfare Consultant (RCWC) continues to make monthly contacts to review agency data, policy updates, and casework.

Adult Services:

Adult Services continues to have one vacancy for Adult Protective Services. The number of wards (guardianship cases) continues to grow with the population becoming younger due to severe mental illness. Trillium is working closely with us to try to help; however, Columbus County lacks the appropriate placements. World Elder Abuse Awareness will be observed June 15, 2022 and everyone is asked to wear the color, purple.

Work First Employment:

No changes to this unit, they continue 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. Transitioning back to regular application and case processing is now beginning after COVID-19 waivers end.

Child Day Care:

No changes to this unit they continue 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 continues to be limited at this time. DSS staff continue to work with families to ensure their services stay in place while limiting contact to the telephone as much as possible. This Unit is continuing to work on its waiting list to determine the continued need for services, which is decreasing slowly. Hopefully this will give the Unit a better idea of where the need is and decrease the waiting list.

Program Integrity:

Program Integrity is now 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 are working to clean up a backlog, establishing cases and repayment agreements, all while assisting with the Energy Programs.

Energy Assistance

CIP continues with the cooling season which means helping with electricity needs. Applications continue to be available on EPASS where applicants can complete and submit applications on-line, but continue to be available in our lobby for pick up and completion. One in-house staff person is currently processing applications and Program Integrity staff are assisting as needed. The temporary staff person resigned. The county has received a one-time supplemental payment and/or automatic approval from the state for clients who received the LIEAP program assistance from Dec 2021-March-2022; payments are in the process of being issued at this time. Eligible families will receive a \$347.58 payment, which will be sent to their power company.

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

Submitted by Cyndi Hammonds, Income Maintenance Administrator
Reporting Month: May 2022

News/Updates/Vacancies

Food and Nutrition:

Clients are still receiving the monthly extended food benefits. These are expected to end on June 30th, however that remains to be determined. We have not received any notifications extending the Public Health Emergency yet. We are experiencing a heavy volume of calls inquiring about the continuation of these extended benefits making it very hard for the staff to keep work timely. We continue to have monthly conference calls with our State Representative. This team currently has 3 vacancies with 2 new employees in training. A worker has to complete 6 months of training before they are able to carry a caseload. This puts the extra load of work on the other workers and then if you happen to have an experienced worker that has to be out for a while; it really put a strain on workers to try and get everything accomplished. We have interviewed and have recommended 1 new hire. Workers are working comp time to help alleviate the stress of the workload.

Adult and Family & Children's Medicaid:

Training has begun with workers on the timeline and what to expect for those clients that will be having to choose a Tailored Managed Care Plan. This means some clients that have been excluded from choosing a Mandatory Standard Health Plan will have to choose a Tailored Managed Health Plan who will coordinate services for a mental health disorder, substance use disorder, intellectual or developmental disability or traumatic brain injury and that plan will manage their healthcare. We still determine all eligibility at DSS, however the Health Plan manages their healthcare and their transportation needs. Columbus County currently has 20,834 recipients on Medicaid with a total of 12,194 recipients (58.53%) assigned to a Mandatory Standard Plan. With the scheduled Tailored Plans being implemented there will be another 1,877 clients expected to enroll as of December 1, 2022. We have not received any notifications yet of the Public Health Emergency being extended. New policy titled "Straight thru Process" for Family & Children's Medicaid has been

implemented with applications that are placed thru the Federal Marketplace online. The State will attempt to process these applications unless there are reasons they cannot. If there is something causing the State not to be able to process the application, it is electronically sent on to the county to complete the eligibility determination. This new policy was implemented in May and we did not have any that could be processed by them yet. We continue to have quarterly conference calls with our State Representative. These teams have 1 vacancy and 4 in training.

Medicaid for Long Term Care, Medicaid Transportation and Housekeeping:

- Recipients in a Nursing Home or on the Community Alternatives (CAP) are temporarily excluded from choosing a Standard Plan or a Tailored Plan right now however some of those in a Rest Home facility are on a Standard Plan or must choose a Tailored Plan. This Team has 1 vacancy and 1 in training. The Supervisor that just started also resigned in May. The supervision of these workers have temporarily been placed under the Adult Medicaid Supervisors.
- Rising gas prices have put financial strains on our Medicaid population and has caused an increase in recipients applying for Transportation assistance either to ride the Transportation Van or to request mileage reimbursement to their medical appointments. The policy is very lenient and allows for a big population of Medicaid recipients to be eligible for these services. Our staff at DSS takes the appointment place, date and time of all medical appointments for recipients and then sends a referral to Columbus County Transportation, who is our currently our only vendor. This team is fully staffed.
- Housekeeping continues to keep our building clean with maintenance helping with housekeeping while we continue to have a vacancy on this team.

Child Support and Paralegal:

Our Child Support Representative visited our county in May for the first time since COVID began. It was very helpful to be able to meet face to face. She discussed our incentive money that comes back to the county and how our performance affects these monies. We have fallen in a category that affects the percentage of money we receive. Staff shortages and the COVID Medicaid policy that states a recipient does not have to cooperate with Child Support has affected the timeliness of getting cases completed which also affects our compliance percentages which affects this money amount. She also second party reviewed 4 cases for accuracy. We continue to have only 2 days scheduled to bring our cases to court. This does help in one aspect because of our staff shortage and this allows for the new attorney to get more understanding of Child Support policy by not having to rush with 4 court days that we have had in the past. With 2 court days, they prepared 180 cases to take action on and 145 orders were prepared. This does not account for the consent agreements or voluntary support agreements they may get while they are in court that day. Lots of time, the absent parent will wait until court day to talk with the worker and agree to the support that has been set or come up with an agreed amount to pay to catch up payments they have missed. We also have instances where a hearing can be heard before the Judge and he places them in jail and before we finish with court that day the absent parent has come up with the money to pay and be released. This Team continues to have 6 vacancies and have very few qualified applicants who are applying.

Agenda Item #18: FINANCE – ACCEPTANCE of the MONTHLY FINANCE REPORT:

Jay Leatherman, Director, requested Board acceptance.

COUNTY OF COLUMBUS					
FINANCIAL SUMMARY REPORT		Percent of Year Complete: 91.7 %			
May 31, 2022					
FUND 10 - OPERATIONS		FY 21/22	YTD	BALANCE	% EXPENSED
EXPENDITURES		BUDGET	TOTALS	REMAINING	YTD
GOVERNING BODY	\$ 342,490	\$ 282,886	\$ 59,604	82.60%	
ADMINISTRATION	\$ 487,497	\$ 421,576	\$ 65,921	86.48%	
PERSONNEL	\$ 167,583	\$ 164,983	\$ 2,600	98.45%	
FINANCE	\$ 633,661	\$ 611,276	\$ 22,385	96.47%	
TAX DEPARTMENT	\$ 1,936,057	\$ 1,636,825	\$ 299,232	84.54%	
LEGAL DEPARTMENT	\$ 326,006	\$ 298,091	\$ 27,915	91.44%	
NC JCPC PROGRAM - TEEN COURT	\$ 80,696	\$ 73,725	\$ 6,971	91.36%	
FACILITY SERVICES	\$ 2,122,109	\$ 2,117,120	\$ 4,989	99.76%	
ELECTIONS	\$ 582,932	\$ 427,044	\$ 155,888	73.26%	
REGISTER OF DEEDS	\$ 509,395	\$ 480,289	\$ 29,106	94.29%	
SPECIAL APPROPRIATIONS	\$ 1,196,618	\$ 822,039	\$ 374,579	68.70%	
MANAGEMENT INFORMATION SYSTEM	\$ 456,482	\$ 426,859	\$ 29,623	93.51%	
CENTRAL GARAGE	\$ 48,219	\$ 34,944	\$ 13,275	72.47%	
PUBLICLY OWNED TREATMENT WATER	\$ 58,924	\$ 53,281	\$ 5,643	90.42%	

SHERIFF'S DEPARTMENT	\$ 8,573,996	\$ 7,677,651	\$ 896,345	89.55%
LAW ENFORCEMENT CENTER	\$ 5,117,114	\$ 4,080,686	\$ 1,036,428	79.75%
EMS	\$ 18,850	\$ 17,548	\$ 1,302	93.09%
EMERGENCY SERVICES	\$ 1,697,904	\$ 1,323,607	\$ 374,297	77.96%
FIRE MARSHALL	\$ 174,521	\$ 124,933	\$ 49,588	71.59%
CORONER MEDICAL EXAMINER	\$ 72,000	\$ 30,830	\$ 41,170	42.82%
ANIMAL CONTROL	\$ 873,454	\$ 683,010	\$ 190,444	78.20%
AIRPORT	\$ 615,728	\$ 418,810	\$ 196,918	68.02%
INSPECTIONS	\$ 333,599	\$ 275,839	\$ 57,760	82.69%
PLANNING	\$ 232,807	\$ 139,953	\$ 92,854	60.12%
ECONOMIC DEVELOPMENT	\$ 1,271,654	\$ 1,080,946	\$ 190,708	85.00%
COOPERATIVE EXTENSION	\$ 525,472	\$ 429,588	\$ 95,884	81.75%
SOIL CONSERVATION	\$ 242,297	\$ 222,524	\$ 19,773	91.84%
DEPARTMENT OF AGING	\$ 3,051,136	\$ 2,400,586	\$ 650,550	78.68%
HEALTH DEPARTMENT	\$ 5,488,421	\$ 3,863,449	\$ 1,624,972	70.39%
SOCIAL SERVICES ADMINISTRATION	\$ 7,808,762	\$ 7,556,619	\$ 252,143	96.77%
PUBLIC ASSISTANCE PROGRAMS	\$ 3,690,617	\$ 3,289,100	\$ 401,517	89.12%
VETERANS SERVICE OFFICER	\$ 159,489	\$ 132,519	\$ 26,970	83.09%
EDUCATION	\$ 14,141,689	\$ 13,190,187	\$ 951,502	93.27%
LIBRARY	\$ 1,637,919	\$ 1,319,707	\$ 318,212	80.57%
RECREATION	\$ 589,194	\$ 470,098	\$ 119,096	79.79%
TRANSFER TO	\$ 2,683,534	\$ 1,977,557	\$ 705,977	73.69%
NON DEPARTMENTAL	\$ 678,337	\$ 651,438	\$ 26,899	96.03%
Total General Fund Expenditures	\$ 68,627,163	\$ 59,208,123	\$ 9,419,040	86.28%
Total Revenue over/(under) Expenditures	\$0	\$ (1,075,978)		
Revenues earned (not received)				
Department of Aging		\$ 120,000		
Health Department		\$ 233,000		
Social Services Administration		\$ 821,000		
Total Revenue over/(under) Expenditures		\$ 98,022		
TAX REVALUATION FUND	FY 21/22	YTD	BALANCE	% Collected
<i>REVENUES</i>	BUDGET	TOTALS	REMAINING	YTD
REVALUATION FUND	\$ 20,000	\$20,000	\$ -	100.00%
<i>EXPENDITURES</i>				
REVALUATION FUND	\$ 20,000	\$0	\$ 20,000	0.00%
HUD SECTION 8 RENTAL ASSISTANCE	FY 21/22	YTD	BALANCE	% Collected
<i>REVENUES</i>	BUDGET	TOTALS	REMAINING	YTD
HUD SECTION 8 RENTAL ASSISTANCE				
ANNUAL CONTRA EARNED	\$ 1,516,256	\$1,281,494	\$ 234,762	84.52%
OTHER REVENUES	\$ 271,572	\$ 193,665	\$ 77,907	71.31%
TOTAL HUD REVENUES	\$ 1,787,828	\$ 1,475,159	\$ 312,669	82.51%
<i>EXPENDITURES</i>				
HUD Expenditures	\$ 1,787,828	\$ 1,636,824	\$ 151,004	91.55%
Excess revenue over/(under) expenditures	\$0	\$ (161,665)		
TRANSPORTATION	FY 21/22	YTD	BALANCE	% Collected
<i>REVENUES</i>	BUDGET	TOTALS	REMAINING	YTD
REVENUES	\$ 1,122,330	\$ 331,793	\$ 790,537	29.56%
<i>EXPENDITURES</i>				
EXPENDITURES	\$ 1,122,330	\$ 400,302	\$ 722,028	35.67%
EMERGENCY TELEPHONE SYSTEM	FY 21/22	YTD	BALANCE	% Collected
<i>REVENUES</i>	BUDGET	TOTALS	REMAINING	YTD
REVENUES	\$ 318,748	\$ 184,497	\$ 134,251	57.88%
<i>EXPENDITURES</i>				
EXPENDITURES	\$ 318,748	\$ 128,647	\$ 190,101	40.36%

DEBT SERVICE	<u>FY 21/22</u>	<u>YTD</u>	<u>BALANCE</u>	<u>% Collected</u>
	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
REVENUES	\$ 3,800,197	\$3,800,197	\$ -	100.00%
EXPENDITURES	\$ 3,800,197	\$ 2,947,627	\$ 852,570	77.57%
WATER DISTRICTS I-V	<u>FY 21/22</u>	<u>YTD</u>	<u>BALANCE</u>	<u>% Collected</u>
	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
REVENUES				
COLUMBUS COUNTY COMBINED WATER DI	\$ 3,691,009	\$ 3,765,769	\$ (74,760)	102.03%
EXPENDITURES				
COLUMBUS COUNTY COMBINED WATER DI	\$ 3,691,009	\$ 2,551,962	\$ 1,139,047	69.14%
Excess revenue over/(under) expenditures	\$0	\$ 1,213,807		
SOLID WASTE	<u>FY 21/22</u>	<u>YTD</u>	<u>BALANCE</u>	<u>% Collected</u>
	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
REVENUES	\$ 5,567,405	\$ 5,223,753	\$ 343,652	93.83%
EXPENDITURES	\$ 5,567,405	\$ 3,502,999	\$ 2,064,406	62.92%
Excess revenue over/(under) expenditures	\$0	\$ 1,720,754		
FIRE DEPARTMENTS	<u>FY 21/22</u>	<u>YTD</u>	<u>BALANCE</u>	<u>% Collected</u>
	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
REVENUES	\$ 2,057,942	\$1,926,526	\$ 131,416	93.61%
EXPENDITURES				
Ad Valorem Taxes	\$ 1,799,633	\$1,986,531	\$ (186,898)	110.39%
Special Appropriations	\$ 258,309	\$167,814	\$ 90,495	64.97%
	\$ 2,057,942	\$2,154,345	\$ (96,403)	104.68%
AMBULANCE AND RESCUE	<u>FY 21/22</u>	<u>YTD</u>	<u>BALANCE</u>	<u>% Collected</u>
	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
REVENUES	\$ 976,618	\$952,162	\$ 24,456	97.50%
EXPENDITURES				
Ad Valorem Taxes	\$ 751,618	\$ 619,978	\$ 131,640	82.49%
Special Appropriation	\$ 225,000	\$ 225,000	\$ -	100.00%
	\$ 976,618	\$ 844,978	\$ 131,640	86.52%
<u>CASH & INVESTMENTS</u>				
<u>Cash:</u>				
General Fund - checking account	\$ 4,913,688			
General Fund - NCCMT	\$ 16,211,554			
Water Districts	8,830,116			
Solid Waste	7,392,723			
Total Cash Available	\$ 37,348,081			
<u>Investments:</u>				
BB&T Investments	5,745,740			
BB&T Savings	5,021,294			
First Community Bank - CD	338,459			
Dana Investments	1,387,397			
Multi Bank Securities	585,717			
First Bank - CD	2,078,919			
Total Investments	\$ 15,157,526			
<u>FUND BALANCE</u>				
<u>General Fund:</u>				
Unavailable Fund Balance (per auditors)	\$ 7,223,150			
Committed and Assigned Fund Balance	\$ 13,456,146			
Unassigned Fund Balance	\$ 14,956,292			
Unassigned fund balance as % of Gen. Fd. Expen	21.8%			
Water Districts Fund Balance	\$ 9,819,025			
Solid Waste Fund Balance	\$ 8,403,086			

MOTION:

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

Agenda Item #19: FINANCE – APPROVAL of BUDGET AMENDMENTS and CAPITAL PROJECT ORDINANCES to CLOSE-OUT FY 2021/2022:

Jay Leatherman, Director, requested Board approval.

A. Budget Amendments

COLUMBUS COUNTY				
Budget Amendment				
June 6, 2022				
			INCREASE	DECREASE
1	<u>Expenditures</u>			
	10-5180-512100	Health	Salaries	5,000
	10-5180-518100		FICA	750
	10-5180-518200		Insurance	750
	10-5180-518300		Retirement	1,000
	10-5180-526001		Departmental Supplies	3,503
	<u>Revenues</u>			
	10-3510-430024	Health	State Food and Lodging Grant	11,003
	Receipt of State Food and Lodging Grant.			
2	<u>Expenditures</u>			
	10-5171-526001	Health	Dental Dept. Supplies	9,510
	<u>Revenues</u>			
	10-3510-440098	Health	Dental Grant	9,510
	Receipt of additional grant money for the Dental program.			
3	<u>Expenditures</u>			
	10-5116-526001	Health	Coll. Learning Dept. Supplies	1,766
	10-5116-550010		Coll. Learning Dept. Non Capital	1,000
	<u>Revenues</u>			
	10-3417-430171		Coll. Learning Revenue	2,766
	Additional Grant money provided by UNCW Grant.			
4	<u>Expenditures</u>			
	10-5171-526001	Health	Dental Dept. Supplies	21,500
	10-5171-531100		Dental Travel	10,000
	10-5171-550000		Capital Outlay	17,500
	10-5171-550010		Non Capital Outlay	16,000
	<u>Revenues</u>			
	10-3510-440098	Health	Dental Grants	65,000
	Dental grant received that will carry over into FY 22-23.			
5	<u>Expenditures</u>			
	68-4520-558100	Transportation	Non-Capital items	4,500
	68-4520-560008		Donated Trip/Fares	200
	<u>Revenues</u>			
	68-3452-498020	Transportation	Transportation Fund Balance	4,500
	68-3452-441008		Transportation Fares	200
	Additional funds needed to cover cost of replacing heating & air unit plus some office furniture.			
6	<u>Expenditures</u>			
	70-4320-549900	Inmate Trust Fund	Miscellaneous Expense	475,000
	<u>Revenues</u>			
	10-3432-589042	Inmate Trust Fund	Miscellaneous Revenue	475,000
	Establish budget for Inmate Trust Fund.			
7	<u>Expenditures</u>			
	73-4950-549900	4-H Trust Fund	Miscellaneous Expense	1,350
	<u>Revenues</u>			
	73-3495-489042	4-H Trust Fund	Miscellaneous Revenue	1,350
	Establish budget for 4-H Trust Fund.			
8	<u>Expenditures</u>			
	76-4301-549900	Sheriff's Cadet ProgramTrust	Miscellaneous Expense	5,000
	<u>Revenues</u>			
	76-3431-489042	Sheriff's Cadet ProgramTrust	Miscellaneous Revenue	5,000
	Establish budget for Sheriff's Cadet Program Trust Fund.			

9	<u>Expenditures</u>				
	10-4155-512100	Teen Court	SALARIES & WAGES	1,599	
	10-4155-518100		FICA	123	
	10-4155-522000		FOOD & PROVISIONS	5,269	
	10-4155-526000		OFFICE SUPPLIES	1,337	
	10-4155-531100		TRAVEL	3,138	
	10-4155-532000		COMMUNICATIONS		273
	10-4155-534000		PRINTING & BINDING		68
	10-4155-537000		ADVERTISING		2,391
	10-4155-539000		OTHER SERVICES		236
	10-4155-545000		INSURANCE & BONDING	86	
	10-4155-549000		DUES & SUBSCRIPTIONS	60	
	10-4155-549900		MISCELLANEOUS EXPENSES	75	
	<u>Revenues</u>				
	10-3416-436025	Teen Court	NC JCPC GRANT	4,394	
	10-3416-489040		MISCELLANEOUS	4,325	
	Adjust Teen Court budget for additional monies received.				
10	<u>Expenditures</u>				
	10-5900-559080	Southeastern Comm. College	Article 44 Capital Outlay	90,000	
	<u>Revenues</u>				
	10-3591-499101	Southeastern Comm. College	Article 44 Fund Balance Appropriated	90,000	
	To cover prior year projects that were not completed until the current year. The main project was the Strategic Facilities Master Plan.				
11	<u>Expenditures</u>				
	50-4970-526010	HUD	Sundry Admin Expense	5,000	
	<u>Revenues</u>				
	50-3497-499101	HUD	Fund Balance Appropriated	5,000	
	To cover additional expenses.				
12	<u>Expenditures</u>				
	12-5900-549994	Education	CSC Fines & Forfeitures	70,000	
	<u>Revenues</u>				
	12-3591-430005	Public Schools Revenue	CSC Fines & Forfeitures	70,000	
	Additional revenue received that is provided in the Education budget.				
13	<u>Expenditures</u>				
	26-4370-569900	Ambulance and Rescue Units	Remittance to District	17,000	
	<u>Revenues</u>				
	26-3436-432308	Ambulance and Rescue Units	County Rescue Tax \$0.02	17,000	
	Additional rescue tax collected that will be remitted to Rescue units.				
14	<u>Expenditures</u>				
a	10-4120-512100	Administration	Salaries & Wages		42,000
b	10-4121-512100	Personnel	Salaries & Wages	55,000	
c	10-4130-512100	Finance	Salaries & Wages	77,856	
c	10-4140-512100	Tax Administration	Salaries & Wages		57,000
d	10-4150-512100	County Attorney	Salaries & Wages	100,000	
e	10-4265-519001	Facility Services	Contracted Services	200,000	
e	10-4265-535110	Facility Services	M & R Bldg/Grounds	720,000	
f	10-4160-525101	Court Facilities	M/R - Bldg/Grounds	100,000	
	10-4170-512100	Elections	Salaries & Wages		75,000
g	10-4180-549919	Register of Deeds	Conveyance Tax - NCDORF Rev	110,000	
	10-4201-549920	Non-Departmental	EC Dev Incentives/Grants		80,000
	10-4210-550010	MIS	Non Capital Outlay	6,500	
	10-4250-810000	Central Garage	Lease - Vehicles	35,000	
	10-4267-512100	Public Bldgs. - POTW	Salaries & Wages	15,000	
h	10-4310-525105	Sheriff	Gas	275,000	
h	10-4310-810000	Sheriff	Lease vehicles	115,000	
	10-4316-512100	Governor's Hwy Grant - Sheriff	Salaries & Wages		63,000
	10-4317-550075	Sheriff's Dept. Grants	Salaries & Wages		40,000
	10-4320-512100	Detention Center	Salaries & Wages		220,000
	10-4329-519001	EMS	Contracted Services	3,500	
	10-4330-512100	Emergency Management	Salaries & Wages		150,000
	10-4330-518300	Emergency Management	Insurance Contribution		25,000
	10-4331-512100	Fire Marshall	Salaries & Wages		40,000
	10-4380-540030	Animal Control	Contracted Services - Vet Care		44,000
	10-4530-525106	Airport	Aviation Fuel purchases		65,000
	10-4911-512100	Building Inspections	Salaries & Wages		25,000

28-4345-569900		Williams Township Fire District	8,000
28-4346-569900		White-Marsh-Welches Creek Fire District	10,000
28-4347-569900		Brunswick Fire District	8,000
28-4348-569900		Bolton Fire District	5,000
28-4349-569900		Buckhead Fire District	2,000
28-4353-569900		East Columbus Fire District	3,000
Revenues			
28-3434-310090	Fire Dept. Tax Collections	Special Fire Tax - Buckhead	2,000
28-3434-310095		Special Fire Tax - Bolton	5,000
28-3434-411011		Special Fire Tax - Yam City	14,000
28-3434-411012		Special Fire Tax - Acme-Delco	30,000
28-3434-411013		Special Fire Tax - Klondyke	5,000
28-3434-411014		Special Fire Tax - Evergreen	8,000
28-3434-411015		Special Fire Tax - St. James	1,000
28-3434-411016		Special Fire Tax - N. Whiteville	17,000
28-3434-411017		Special Fire Tax - Coles	23,000
28-3434-411018		Special Fire Tax - Cerro Gordo	7,000
28-3434-411019		Special Fire Tax - Williams	8,000
28-3434-411104		Special Fire Tax - Brunswick	8,000
28-3434-411106		Special Fire Tax - White-Marsh-Welch	10,000
28-3434-411107		Special Fire Tax - Nakina	12,000
28-3434-411108		Special Fire Tax - Old Dock	4,500
28-3434-411109		Special Fire Tax - Hallsboro	6,000
28-3434-411110		Special Fire Tax - Roseland	9,000
28-3434-411111		Special Fire Tax - E. Columbus	3,000
Additional fire tax collected by fire district that will be distributed to the appropriate district.			
16 Expenditures			
27-5400-569900	Municipal Tax Collections	Reiglewood Sanitary District	5,000
27-5401-569900		Drainage/Dunn Swamp	3,000
27-5402-569900		Bolton	7,000
27-5403-569900		Brunswick	1,000
27-5404-569900		Cerro Gordo	2,500
27-5405-569900		Chadbourn	10,000
27-5407-569900		Lake Waccamaw	26,000
Revenues			
27-3441-411040	Municipal Tax Collections	Reiglewood Sanitary District	5,000
27-3441- 411042		Drainage/Dunn Swamp	3,000
27-3441- 411038		Bolton	7,000
27-3441- 411037		Brunswick	1,000
27-3441- 411043		Cerro Gordo	2,500
27-3441- 411044		Chadbourn	10,000
27-3441- 411046		Lake Waccamaw	26,000
Additional tax monies collected for various municipalities that is distributed to them.			
WATER DISTRICTS			
17 Expenditures			
61-7112-999910	Water District II	Contingency	140,000
62-7113-559000	Water District III	c/o Other Improvements	85,000
64-7115-598031	Water District V	Transfer to Water District II	140,000
Revenues			
61-3714-498002	Water District II	Transfer from Water District V	140,000
62-3715-451000	Water District III	Water Sales	85,000
64-3716-499100	Water District V	Retained Earnings Appropriated	140,000
Additional expense in Water District III that will be available from the additional water sales in Water District III.			
Additional appropriations in Water District II will be covered by a transfer from Water District V fund balance. Water District II will repay the advance from Water District V over a two year period.			
18 Expenditures			
60-7111-598001	Water District I	Transfer to Project Account	350,750
61-7112-598001	Water District II	Transfer to Project Account	692,072
62-7113-598001	Water District III	Transfer to Project Account	1,060,987
63-7114-598001	Water District IV	Transfer to Project Account	151,565
64-7115-598001	Water District V	Transfer to Project Account	370,242
Revenues			
60-3713-499101	Water District I	Fund Balance Appropriated	350,750
61-3714-499100	Water District II	Retained Earnings Appropriated	692,072
62-3715-499100	Water District III	Retained Earnings Appropriated	1,060,987
63-3719-499100	Water District IV	Retained Earnings Appropriated	151,565
64-3716-499100	Water District V	Retained Earnings Appropriated	370,242
To move fund balance to approved capital projects for SCADA/Generator project, water line extension project, and cover preliminary work for Eater Line extension.			

B. Closed Capital Project Ordinances

1. Board of Elections COVID-19 Cares Act

COLUMBUS COUNTY, NORTH CAROLINA				
Ordinance Closing Out the the Grant Project Ordinance for Board of Elections COVID-19 Cares Act in the Special Revenue Fund				
BE IT ORDAINED by the Columbus County Board of Commissioners, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby closed:				
Section I: Estimated Revenues and Appropriations.				
			Original	Total Actual
			Project Budget	Project Budget
REVENUES				
COVID-19 Cares Act Revenues	20-3318-430172		127,540	127,540
Total Revenues			127,540	127,540
APPROPRIATIONS				
Salaries and Wages	20-4350-512100		19,500	21,794
Hazard Pay	20-4350-512106		0	32,743
FICA	20-4350-518100		3,000	3,733
Office Supplies	20-4350-526000		15,000	0
Departmental Supplies	20-4350-526001		75,040	56,142
Postage	20-4350-532101		5,000	5,268
Personal Protective Equipment	20-4350-5523920		10,000	7,860
Total Appropriations			127,540	127,540
Section 2: The Finance Officer is directed to maintain sufficient specific detailed accounting records to satisfy the requires of the grantor agencies and the grant agreements.				
Section 4: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to County Board of Commissioners.				
Section 5: This grant project ordinance covers the time period from 8/17/2020 to 6/30/2021.				
Description: The Columbus County Board hereby closes this Grant Project Ordinance effective 6/20/2022.				
ATTEST:				
	BOARD OF COMMISSIONERS FOR THE COUNTY OF COLUMBUS:			
Clerk to the Board			Chairman of the Board	
DATE:				

2. Parks & Recreation Fitness Park

COLUMBUS COUNTY, NORTH CAROLINA				
Ordinance Closing Out the the Grant Project Ordinance for Parks & Recereation Fitness Park in the Special Revenue Fund				
BE IT ORDAINED by the Columbus County Board of Commissioners, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby closed:				
Section I: Estimated Revenues and Appropriations.				
			Original	Total Actual
			Project Budget	Project Budget
REVENUES				
Kate B Reynolds Charitable Trust Grant	32-3613-436050		156,500	156,500
Fit Radio Praks & Recreation Funds	32-3613-436055		15,000	0
Health Dept Appropriation	32-3613-436060		10,000	25,000
Local Match	32-3613-437000		86,247	86,247
Parks & Recreations Appropriation	32-3613-437005		30,900	30,900
Total Revenues			298,647	298,647

APPROPRIATIONS				
Engineer Design/Survey		32-6130-519901	31,000	31,000
Advertising		32-6130-537000	400	303
Bathroom Building/Electrical & Plumbing		32-6130-559000	115,824	144,153
Outdoor Fitness Equipment & Concrete Pad		32-6130-559055	151,423	123,191
Total Appropriations			298,647	298,647

Section 2: The Finance Officer is directed to maintain sufficient specific detailed accounting records to satisfy the requires of the grantor agencies and the grant agreements.

Section 4: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to County Board of Commissioners.

Section 5: This grant project ordinance covers the time period from 9/4/2018 to 6/30/2021.

Description:

The Columbus County Board hereby closes this Grant Project Ordinance effective 6/20/2022.

ATTEST:

**BOARD OF COMMISSIONERS FOR
THE COUNTY OF COLUMBUS:**

Clerk to the Board

Chairman of the Board

DATE:

3. 2017 Urgent Repairs Program

COLUMBUS COUNTY, NORTH CAROLINA				
Ordinance +B1 :G33Closing Out the the Grant Project Ordinance for the 2017 Urgent Repairs Program in the Special Revenue Fund				
BE IT ORDAINED by the Columbus County Board of Commissioners, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby closed:				
Section I: Estimated Revenues and Appropriations.				
			Original Project Budget	Total Actual Project Budget
REVENUES				
NCHFA URP 1703		38-3505-432009	100,000	50,000
Total Revenues			100,000	50,000
APPROPRIATIONS				
URP 1703		38-4956-548005	100,000	50,000
Total Appropriations			100,000	50,000
Section 2: The Finance Officer is directed to maintain sufficient specific detailed accounting records to satisfy the requires of the grantor agencies and the grant agreements.				
Section 4: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to County Board of Commissioners.				
Section 5: This grant project ordinance covers the time period from 10/27/2017 to 6/30/2021.				
Description:				
The Columbus County Board hereby closes this Grant Project Ordinance effective 6/20/2022.				
ATTEST:		BOARD OF COMMISSIONERS FOR THE COUNTY OF COLUMBUS:		
Clerk to the Board		Chairman of the Board		
DATE:				

4. Fair Bluff Community Library Project

COLUMBUS COUNTY, NORTH CAROLINA				
Ordinance Closing Out the the Grant Project Ordinance for Fair Bluff Community Library in the Special Revenue Fund				
BE IT ORDAINED by the Columbus County Board of Commissioners, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby closed:				
Section I: Estimated Revenues and Appropriations.				
			Original	Total Actual
			Project Budget	Project Budget
REVENUES				
Intergovernmental Revenues	78-3305-333035	150,000		199,967
Total Revenues		150,000		199,967
APPROPRIATIONS				
Professional/Contract Svs	78-4420-519080	150,000		196,052
Transfer to General Fund	78-4220-598000	0		3,915
Total Appropriations		150,000		199,967
Section 2: The Finance Officer is directed to maintain sufficient specific detailed accounting records to satisfy the requires of the grantor agencies and the grant agreements.				
Section 4: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to County Board of Commissioners.				
Section 5: This grant project ordinance covers the time period from 6/21/2019 to 6/30/2021.				
Description: The Columbus County Board hereby closes this Grant Project Ordinance effective 6/20/2022.				
ATTEST:				
	BOARD OF COMMISSIONERS FOR THE COUNTY OF COLUMBUS:			
Clerk to the Board			Chairman of the Board	
DATE:				

5. 2016 ESFRLP Grant

COLUMBUS COUNTY, NORTH CAROLINA				
Ordinance +B1:G35Closing Out the the Grant Project Ordinance for the 2016 ESFRLP Grant in the Special Revenue Fund				
BE IT ORDAINED by the Columbus County Board of Commissioners, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby closed:				
Section I: Estimated Revenues and Appropriations.				
			Original	Total Actual
			Project Budget	Project Budget
REVENUES				
COMMUNITY DEVELOPMENT GRANT	81-3305-330005	260,000		244,715
Total Revenues		260,000		244,715
APPROPRIATIONS				
SOFT COST	81-4946-549892	70,000		65,700
HARD COST	81-4946-549898	190,000		174,810
TRANSFER TO GENERAL FUND	81-4946-598000	0		4,205
Total Appropriations		260,000		244,715
Section 2: The Finance Officer is directed to maintain sufficient specific detailed accounting records to satisfy the requires of the grantor agencies and the grant agreements.				

BE IT ORDAINED by the Board of Commissioners of Columbus County, North Carolina as follows:

Section 1: The following amounts are hereby made to the Sheriff Department LESO Equipment & Grants Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2021.

Project Appropriations

94-4319-526001 Departmental Supplies	\$ 84,270
Total Appropriations – Sheriff Department LESO Equipment & Grants	<u>\$ 84,270</u>

Source of Revenue

94-3427-431019 2021-2022 Sheriff State Grant	\$ 84,270
Total Estimated Revenues – Sheriff Department LESO Equipment & Grants	<u>\$ 84,270</u>

Description: Nonrecurring funds for 2021-2022 fiscal year from the 2021-2023 General Assembly budget. These funds are direct grants to the Sheriff’ offices in counties with populations of fewer than 210,000 people. Funds provided to sheriffs by this grant are supplemental and shall not supplant local funding for sheriffs’ offices.

Section 2: The project undertaken pursuant to this ordinance is in accordance with the Recommended Budget and any changes made during the County Commissioners' budget work sessions.

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

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

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

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

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

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

This Capital Project shall become effective on June 20, 2022.

ADOPTED, this 20th day of June, 2022

Ricky Bullard, Chairman
Columbus County Board of Commissioners

Amanda Prince, Clerk to the Board

2. Airport Terminal Building Concept Study & Preliminary Design

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making appropriations to the Airport Terminal Building
Concept Study & Preliminary Terminal Area Design Capital
Project Fund
for the Fiscal Year beginning July 1, 2021

BE IT ORDAINED by the Board of Commissioners of Columbus County, North Carolina as follows:

Section 1: The following amounts are hereby made to the Airport Terminal Building Concept Study & Preliminary Terminal Area Design Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2021.

Source of Revenue

51-3455-432110 Grant 36237.53.17.1	\$ <u>37,780</u>
Total Estimated Revenues – Airport Terminal Building Concept Study & Preliminary Terminal Area Design	\$ <u>37,780</u>
Project Appropriations	
51-4535-548001 Administration Cost	\$ 6,990
51-4535-519000 Professional Services	\$ <u>30,790</u>
Total Project Appropriations – Airport Terminal Building Concept Study & Preliminary Terminal Area Design	\$ <u>37,780</u>

Section 2: The project undertaken pursuant to this ordinance is in accordance with the Recommended Budget and any changes made during the County Commissioners' budget work sessions.

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

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

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

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

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

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

This Capital Project shall become effective on June 20, 2022.
 ADOPTED, this 20th day of June, 2022

 Ricky Bullard, Chairman
 Columbus County Board of Commissioners

 Amanda Prince, Clerk to the Board

3. Department of Aging = HDC-5 Grant

**COLUMBUS COUNTY, NORTH CAROLINA
 Ordinance making appropriations to the Department of Aging
 HDC-5 Grant Capital Project Fund
 for the Fiscal Year beginning July 1, 2021**

BE IT ORDAINED by the Board of Commissioners of Columbus County, North Carolina as follows:

Section 1: The following amounts are hereby made to the Department of Aging HDC-5 Grant Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2021.

Source of Revenue

23-3584-436020 Aging HDC-5 Grant	\$ 41,900
Total Estimated Revenues – Department of Aging HDC-5 Grant	<u>\$ 41,900</u>

Project Appropriations

23-9976-512600 Salaries & Wages – Part Time	\$ 6,000
23-9976-518100 FICA	\$ 459
23-9976-518200 Retirement	\$ 687
23-9976-519001 Contracted Services	\$ 5,254
23-9976-550000 Capital Outlay	<u>\$ 29,500</u>
Total Project Appropriations – Department of Aging HDC-5 Grant	<u>\$ 41,900</u>

Description: Department of Aging Grant to supply frozen meals to clients. We can provide meals that can be kept longer for use over the weekends and holidays and service clients outside of the hot home delivered meal routes.

Section 2: The project undertaken pursuant to this ordinance is in accordance with the Recommended Budget and any changes made during the County Commissioners' budget work sessions.

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

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

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

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

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

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

This Capital Project shall become effective on June 20, 2022.

ADOPTED, this 20th day of June, 2022

 Ricky Bullard, Chairman
 Columbus County Board of Commissioners

 Amanda Prince, Clerk to the Board

4. Kate B. Reynolds Charitable Trust Program

**COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making appropriations to the Kate B. Reynolds
Charitable Trust Program
for the Fiscal Year beginning July 1, 2021**

BE IT ORDAINED by the Board of Commissioners of Columbus County, North Carolina as follows:

Section 1: The following amounts are hereby made to the Kate B. Reynolds Charitable Trust Program pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2021.

Project Appropriations

97-5701-512105 Salaries & Benefits	\$	28,080
97-5701-519001 Contract Services	\$	231,842
97-5701-549900 Miscellaneous Expense	\$	<u>25,992</u>
Total Appropriations – Kate B. Reynolds Charitable Trust Program	\$	285,914

Source of Revenue

97-3571-440074 Kate B. Reynolds Trust Grant # 2022-004	\$	<u>285,914</u>
Total Estimated Revenues – Kate B. Reynolds Charitable Trust Program	\$	285,914

Section 2: The project undertaken pursuant to this ordinance is in accordance with the Recommended Budget and any changes made during the County Commissioners' budget work sessions.

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

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

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

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

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

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

This Capital Project shall become effective on June 20, 2022.

ADOPTED, this 20th day of June, 2022.

Ricky Bullard, Chairman
Columbus County Board of Commissioners

Amanda Prince, Clerk to the Board

Housing Advisory Committee M=McDowell S=McMillian	I	Sherica Powell	06/30/2022	Hold
	II	Michael Clemmons	06/30/2022	Hold
	III	David Solomon	06/30/2022	Hold
	IV	Vickie Pait	06/30/2022	Reappoint
	VI	Bonnie K. Prince	06/30/2022	Reappoint
	VII	James Register	06/30/2022	Reappoint
	EB	Ricky Bullard (Commissioner Seat)	06/30/2022	Reappoint
	Juvenile Crime Prevention Council M=Byrd S=Watts	I	Jean McDonald	06/30/2022
II		Mitch Nance	06/30/2022	Hold
III		Randy Ellis	06/30/2022	Reappoint
IV		Nancy Sigmon	06/30/2022	Reappoint
V		Michael Glenn	06/30/2022	Reappoint
VI		Lance Soles	06/30/2022	Reappoint
VII		Kris Hanks	06/30/2022	Reappoint
EB		Lavern Coleman (Commissioner Seat)	06/30/2022	Reappoint
Voluntary Agricultural District Board	III	Neil King	06/30/2022	Reappoint
	VI	John Wayne Hardwick	06/30/2022	Reappoint
	VII	Darryl Hardwick	06/30/2022	Reappoint

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

At 8:22 P.M., Commissioner McDowell made a motion to recess Regular Session and enter into a **combination meeting** of Columbus County Water and Sewer Districts I, II, III, IV, and V Board Meeting, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #23: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V – APPROVAL of MINUTES:

A. June 6, 2022

MOTION:

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

Agenda Item #24: WATER DISTRICTS I, II, III, IV, and V – SECOND READING and APPROVAL of AMENDMENT to the COLUMBUS COUNTY PUBLIC UTILITIES CUSTOMER SERVICE POLICY:

Jay Leatherman, Finance Director, requested a second reading and Board approval.

**COLUMBUS COUNTY
CUSTOMER SERVICE POLICY
UTILITIES COLLECTION DEPARTMENT**

A. SERVICE APPLICATION

Residential Accounts

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

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

If the owner/resident has a meter (County owned equipment) located inside a locked fence/gate the owner/resident must provide a key to the Public Utilities Department for entry. The owner/resident is required to ensure the work area around the meter/water line is safe for workers to perform their duties

and shall not block or impede access to the meter/water line. If the meter/water line is inaccessible to workers in the Public Utilities Department, services may be discontinued.

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

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

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

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

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

Commercial/ Industrial / Institutional Accounts

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

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

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

B. ACCOUNT BILLING

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

1. UTILITY PAYMENT SCHEDULE REVISED

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

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

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

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

2. WATER CONNECTIONS:

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

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

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

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

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

If a customer requests to be disconnected from the Columbus County public water supply system and the service materials have already been installed on the property, the customer will not be disconnected until they have paid the base rate fee for a minimum of five (5) years. If after five (5) years the customer requests disconnection, they will be required to pay a \$250 fee prior to Public Utilities performing the disconnection and removing the service from the property. Disconnections will be evaluated on a case by case basis by the Columbus County Administration Office.

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

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

3. FEES, PENALTIES, CHARGES:

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

4. EXTENSIONS:

An extension of payment due date may be given to those customers determined to be in “*good fiscal standing*” with the Public Utilities Department. A customer in “*good fiscal standing*” shall be defined as any customer with no prior extensions, no returned check(s), and no service terminations for non-payment during the previous twelve (12) consecutive month period or since becoming a customer with Columbus County, whichever is less. The amount extended shall be paid in full on or before the 1st day of the following month or by an agreement with the Finance Director or his designee.

5. PAYMENT ARRANGEMENTS:

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

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

6. AUTHORIZATION OF EXTENSION OR PAYMENT ARRANGEMENT:

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

C. ACCOUNT BALANCE:

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

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

RELEASES OF UNCOLLECTED UTILITY BILLS:

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

D. ADJUSTMENTS:

1. DEFINITIONS

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

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

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

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

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

- a. All water line repairs on the customer's side have been completed.
- b. Evidence of repairs such as plumbing bills and/or a statement from the plumber or customer that the leak repairs have been completed.
- c. Adjustments can be given for leaks on amounts exceeding the average bill based on a calculation of the preceding twelve (12) months if the adjustment exceeds \$50.00.
- d. Only one adjustment shall be made in a twelve (12) month period. If the leak is reflected on two consecutive water bills, adjustments will be made on both bills.
- e. If the customer receives an excessive water bill and the cause is a defect in a water meter, the water bill shall be the average for the previous six (6) months. Defects will be confirmed by staff with the Public Utilities Department.

2. LEAKS ON CUSTOMER'S SIDE OF METER:

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

3. REPAYMENT:

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

E. DAMAGED LIABILITY:

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

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

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

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

F. SEPARATE WATER CONNECTIONS AND METERS REQUIRED:

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

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

1. All bills will be rendered to the Owner of the property.
2. The bill will be calculated by a minimum charge for the master meter, which shall be based on the number of units served times the minimum charge per standard ¾ inch meter. The remaining bill shall be based on the total consumption passing through the master meter times the unit commodity charge.
3. Should any portion of the development be sold; the owners shall be responsible for paying whatever additional costs would be involved in bringing the divided development into compliance.
4. Cost of service shall be included in the rent/lease of each unit, and no individual meters shall be allowed.
5. In the case of group mobile homes or apartment developments where ten (10) or fewer units are involved, and where ownership is in one party, the owner may elect to have a single meter used for the entire project. Where such election is made the owner shall comply with the conditions set forth as 1, 2, 3, and 4 above.

G. PROFANE, INDECENT, AND THREATING CALL:

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

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

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

Adopted and effective this the **20th** day of **June, 2022**.

Ricky Bullard, Chairman

Amanda B. Prince, Staff Attorney/Clerk

**Columbus County Public Utilities
Application for Water Service**

Date: _____

Name of Customer: _____

Social Security Number: _____

Driver’s License Number: _____ **State:** _____

Phone Number: _____ **Date of Birth:** _____

Service Address: _____

Billing Address: _____

Password: _____

(This can be letters, numbers or a combination of both.)

Please Read Carefully:

By requesting water service and payment of a connection fee, the recipient of water service hereby understands and agrees to pay a minimum monthly water bill whether connected to the system or not after such has been made available to the dwelling for a minimum of 5 years. After the 5 year minimum, the recipient can disconnect from the water system for a fee of \$250. Upon payment of \$250, the water tap will be removed from the property. This rate is subject to change at the direction of the Columbus County Board of Commissioners. You will be provided with a blue flag that needs to be placed in the exact location you want your meter installed. If this flag is not there at the time of installation the service crew will place the meter in the best location. The meter will then be moved, if necessary, at your expense.

*******You are responsible for all collection fees*******

Circle Meter Size:

- ¾ Inch - Cost + 15% (Resident)
- 1 Inch - Cost + 15% (Business)
- 2 Inch - Cost + 15% (Business)

Deposit Due: \$ 50.00 (Home Owners) \$100.00 (Renters)
Total Amount Paid: \$ _____

_____ County Representative

_____ Customer Signature

_____ Planning Representative

_____ County, _____ State

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____ (name(s) of principals).

Date: _____

(Seal)

_____ Signature of Notary

_____ Print or Type Name

My Commission Expires: _____

MOTION:

Vice Chairman McMillian made a motion to approve the Customer Service Policy, seconded by Commissioner McDowell. The motion unanimously passed.

Agenda Item #25: WATER DISTRICT I – APPROVAL of CHANGE ORDER #4 for OLD DOCK WELL PROJECT:

Harold Nobles, Director, requested Board approval.

BILL'S WELL DRILLING CO.
 800 McArthur Road, Fayetteville, North Carolina 28311
 Office (910) 488-3740 office@billswelldrilling.com



May 25, 2022

Columbus Co Water District
612 N Madison St
Whiteville, NC 28472

RE: South Columbus Deep Well

To whom it may concern,

Specification Section No.	Description	Scheduled Value (\$)
DIV 13	Well Installation	101,050.00
DIV 13 & 15	Well Development, testing & Water analysis	32,500.00
DIV 2	Grading & Yard Piping & Fencing	109,499.40
DIV 3 & 7	Concrete & Floor Drains	54,691.50
DIV 11	Submersible pump, drop pipe & wire	35,000.00
DIV 8 & 13	Building & Doors	82,327.80
DIV 13	Ventilation	13,378.00
DIV15	Interior Piping	44,000.00
DIV 15	Chemical Feed System	15,000.00
DIV 16	Electrical	152,880.00
DIV 11	Submersible Level Transmitter	3,000.00
DIV 16	Generator	54,483.80
Total		697,810.50

****EXCEPTIONS & LEAD TIMES****

Lead time for Generator 35 weeks
 Lead time for some electrical materials up to 60 weeks
 Debris disposal will be paid for by county – see attached letter

Respectfully submitted,



Jonathan Karnionka
 President

Form RD 1924-7 (Rev. 2-97)	UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT AND FARM SERVICE AGENCY CONTRACT CHANGE ORDER	OMB NO. 0575-0042
CONTRACT FOR <i>Old Dock Deep Well - Water Supply Improvements</i>		ORDER NO. <i>Four (4)</i>
OWNER <i>Columbus County</i>		DATE <i>June 1, 2022</i>
TO <i>Bill's Well Drilling Company</i> (Contractor)		STATE <i>North Carolina</i>
		COUNTY <i>Columbus</i>

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
1. Installation of South Columbus Deep Well North of Tabor City	\$	\$ 697,810.50
2. Physical Closure of Old Dock Well Site	\$	2,500.00
TOTALS \$	\$	\$
NET CHANGE IN CONTRACT PRICE \$	\$ 0.00	\$ 700,310.50

JUSTIFICATION:

In accordance with Bill's Well Drilling Proposals (See Attached)

The amount of the Contract will be (Decreased)/(Increased) By The Sum Of: *Seven Hundred Thousand, Three Hundred Ten and 50/100* ***** Dollars (\$ 700,310.50).

The Contract Total including this and previous Change Orders Will Be: *One Million, Two Hundred Two Thousand, Thirteen and 47/100* ***** Dollars (\$ 1,202,013.47).

The Contract Period Provided for Completion Will Be (Increased)(Decreased)(Unchanged): *To Be Determined* Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested	<i>Columbus County</i> (Signature of Owner)	_____ (Date)
Recommended	<i>E. Leo Fleen</i> (Signature of Owner's Architect/Engineer)	<i>June 1, 2022</i> (Date)
Accepted	<i>Christina Jester</i> (Signature of Contractor)	<i>6-1-2022</i> (Date)
Certification	<i>Columbus County</i> (Signature of Owner's Finance Officer)	_____ (Date)

This change order has been pre-audited in accordance with the Local Government Budget and Fiscal Control Act.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Office, STOP 7802, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7802. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

Columbus County

PUBLIC UTILITIES



TELEPHONE
910-642-2828

FAX
910-642-1041

May 19, 2022

Bill's Well Drilling
c/o Jonathan Kamionka
800 McArthur Road
Fayetteville, NC 28311

Ref: South Columbus Well Site

Dear Mr. Kamionka,

This letter is in reference to the Site Grading Plan at the new South Columbus Well Site in Tabor City, North Carolina.

As this project is for a new well site construction for Columbus County, it has been approved that all LCID debris materials removed from this site will be disposed of at no cost to Bill's Well Drilling.

Please have Mr. Davy Lee Simmons with DLS Ground Maintenance, Inc. to make contact with us prior to the delivery of the LCID materials from this site location to the Columbus County Transfer Station so that we can make arrangements with the Scale House Operator prior to his arrival.

Please let us know if you have any questions. As always, thank you for your time and assistance in this matter.

Sincerely,
Harold Nobles

Harold Nobles
Public Utilities Director

608 NORTH THOMPSON STREET • WHITEVILLE, NORTH CAROLINA 28472

Bill's Well Drilling Co.

800 McArthur Rd
Fayetteville, NC 28311
Phone # 910-488-3740
Fax # 910-488-3687
www.billswelldrilling.com



PROPOSAL

Proposal #
4175

Date	5/25/2022
------	-----------

Columbus County Water & Sewer
District
Attn: Accounts Payable
111 Washington St
Whiteville, NC 28472

Job Description:	
Phone	Fax

Description	Qty	Cost	Estimated Total
12453 New Briton Hwy E, Whiteville, NC Old Dock School Rd Well Site Labor & materials to abandon existing well per NC well regulations	1	2,500.00	2,500.00
PRICE ONLY GOOD IF WELL ABANDONED AT SAME TIME WELL IS DRILLED AT TABOR CITY			

	Subtotal	\$2,500.00
Terms:	Sales Tax (6.75%)	\$0.00
	Estimated Total	\$2,500.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature Christina J. Jester

Customer Signature _____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

E-mail: office@billswelldrilling.com

MOTION:

Commissioner McDowell made a motion to approve the change order for the Old Dock Well Project, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item #26: WATER DISTRICT IV – APPROVAL of PROFESSIONAL SERVICES ENGINEERING AGREEMENT for the USDA RURAL DEVELOPMENT APPLICATION:

Harold Nobles, Director, requested Board approval.

A copy of this document will be marked as Exhibit “B”, and kept on file in Minute Book Attachments, Book Number 7, in the Clerk to the Board’s Office, for review.

MOTION:

Vice Chairman McMillian made a motion to approve the professional services engineering agreement, seconded by Commissioner Coleman. The motion unanimously passed.

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

At 8:24 P.M., Commissioner Watts made a motion to adjourn the combination meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #27: COMMENTS:

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

A. Board of Commissioners:

1. **Commissioner Watts** stated the following:
 - I still want everyone to remember Commissioner Smith in his hard time.
 - I’m excited about the Recreation Plan and maybe we can get some grants and approve what we’ve got for the betterment of the county and for our youth.
 - Our next meeting is not until after July 4th, so I want to tell everyone to be safe.
 - If you’re at Lake Waccamaw, please be safe and use motor safety and wear a life jacket.

2. **Commissioner Byrd** stated the following:
 - Yes, my heart goes out to Chris.
 - I know he’s going through a whole lot at this time, such a sudden tragedy.
 - You know, when we lose a family member and we see them deteriorating and suffering, it’s a whole lot easier to let them go than it is for it just to happen.
 - Mr. Madden, did you write DOT about speed limit reduction on Wooded Acres Rd.

County Manager Eddie Madden: Yes, sir, that letter did go out. I will get you a copy of that.

3. **Vice Chairman McMillian** stated the following:
 - I’d like to thank everyone for being here tonight.
 - Again, my heart goes out to Commissioner Smith and his family at this time.
 - I can only imagine what he’s going through now so everyone that knows the word of prayer, please keep him in mind.
 - I’d like to thank the department, Mr. Madden and all his staff for the COLA raises for all of our employees.

- I know it's much appreciated and I'm thankful again that we were able for two years to get them a much needed raise.
- That's all I have.

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

- I'd just like to thank the county employees and the county manager.
- They do an outstandingly great job at leading our county and I appreciate it.
- It takes a lot of effort.
- Mr. Leatherman, you're a good person and I appreciate all the expertise you bring.
- And one more thing, Brent talked about the 4th of July celebration.
- We need to stress about our veterans out there and about what those fireworks can do to them.
- It could take a toll on their nerves.
- And also, our animals and livestock, we have a lot of rural areas and we have horses and cows and horses are a fleeing animal, when they hear a noise, the first thing they do is break and flee.
- Loud booms scare horses and if they jump in a ditch, they could break a leg and do a lot of damage.
- So I'm encouraging everybody to be aware of their surroundings if and when they shoot off fireworks, especially with livestock and areas close to them and our veterans.

5. **Commissioner McDowell** stated the following:

- I'd just like to mirror what's been said.
- I mean, all of our hearts go out to Chris and his family.
- The 4th of July is an exciting time and when we look at it, we need to really remember it's not just a day to have fun and shoot off fireworks.
- Just remember what it stands for.
- Just look around the world and see what's going on and then look at the freedoms that we have here, so just please remember what it stands for.
- I also want to mention, I spoke with Morgan earlier, for those of you who maybe didn't make it back, I looked in her department update and she's doing her best to get us one of those stream river gauges on 904.
- I asked her tonight, you weren't successful in getting that grant, what would one of those things cost?
- I about fell out, I mean, you're looking at between \$25,000 and \$38,000 dollars.
- So I said please keep looking.
- It is a vital thing for those property owners down on River Rd, if they're absentee owners, they can look and see what's happening, so they know if they need to go and move things up and that kind of thing whenever a tropical storm or hurricane comes.
- Morgan, if there's anything we can do to help, please don't hesitate to ask because I think that is a vital tool that we need down there.
- That's it Mr. Chairman.

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

- I'd like to say I appreciate all the work Mr. Leatherman has done on the budget, and all that county staff have done on the Master Plan and our appointees serving on that board.
- It's very important and thank you Julie for getting it together.
- I'm very excited about possibly having a place where we can have a good park.
- It's going to be great for Columbus County.
- Continue to remember Commissioner Smith in your prayers and his family.

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

- Just a couple of things, we've recognized J'Nai Roman tonight but I do want to recognize Dr. Gary Lanier.
- Dr. Lanier was selected as the Secretary Treasurer of the NCEDA Board.
- He will represent Columbus County well.
- That is a very important board, it's a statewide board, and we just want to acknowledge him and his contribution to economic development.
- We are hopeful, I know that our staff here is as well, that the EMS Study will be presented to you early in July.
- I think we're expecting a draft of that study later this week, if not next week, and hopefully we will be presenting that to you very shortly.
- Our tax office and MIS office are in the process of moving.
- You'll notice at their former location the doors are shuttered to the general public, they will reopen tomorrow on the 2nd floor of this building, where all of the relocations are all but wrapped up.
- I know that Stuart Carroll and his staff have done a phenomenal job doing renovations to the second floor to make way for the MIS and Tax Office personnel.
- So, I think you will be very pleased when they open the doors tomorrow.

- If you get a chance, stop by and do a quick walk through.
- Again thanks to all those who participated in the Recreation Master Plan process.
- This is a requirement for submission to a PARTF application and we look forward to submitting that next year.
- The GREAT Grant award will be made in early July as well; I know Mr. Coleman will be anxious to hear about that.
- As soon as we get a decision on that we will make sure the Board is made aware of it.
- Reminder, the offices will be closed July 4th for the holiday.
- That is on a Monday, so the Board will not meet that date, they will however meet on the following day on Tuesday, July 5th, at the regular time.

Chairman Bullard: Mr. Madden can I ask one question. The 4th of July is coming up, I know that weekend will be very busy at Lake Waccamaw. Since we've had two drownings the way we have, can we ask the State Park Rangers to beef up their boats on the lake to help enforce wearing life jackets and safety and whatever it may take to help?

Commissioner Coleman: We ought to see if we can get the Sheriff to go out there too.

Chairman Bullard: On a busy weekend if they could do it, I'm sure the citizens would appreciate it.

County Manager Eddie Madden: We'll make sure we get that word out.

Agenda Item #28: ADJOURNMENT:

At 8:32 P.M., Commissioner Byrd made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed. These minutes were recorded and typed by LaToya Williams.

LATOYA WILLIAMS, Clerk

RICKY BULLARD, Chairman

INTENTIONALLY

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**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, June 20, 2022
8:22 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District I Board.

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Staff Attorney/Clerk to Board**
Jay Leatherman, **Finance Director**
Boyd Worley, **Board Attorney**

COMMISSIONERS ABSENT (EXCUSED):

Chris Smith

MEETING CALLED TO ORDER:

At 8:22 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District I Board Meeting to order.

Agenda Item #23: COLUMBUS COUNTY WATER and SEWER DISTRICT I BOARD MEETING MINUTES:

A. June 6, 2022 Columbus County Water and Sewer District I Board Meeting

MOTION:

Commissioner Coleman made a motion to approve the June 6, 2022 Columbus County Water and Sewer District I Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #24: WATER DISTRICT I – SECOND READING and APPROVAL of AMENDMENT to the COLUMBUS COUNTY PUBLIC UTILITIES CUSTOMER SERVICE POLICY:

Jay Leatherman, Finance Director, requested a second reading and Board approval.

**COLUMBUS COUNTY
CUSTOMER SERVICE POLICY
UTILITIES COLLECTION DEPARTMENT**

A. SERVICE APPLICATION

Residential Accounts

Columbus County requires a completed Application for Service (attached), signature and deposit to start water service. With the application, we will need a copy of your Driver's License or state issued ID,

payment of \$50.00 for property owner and \$100.00 for renter's deposit, and copy of lease/purchase agreement or form entitled Property Owner/Landlord Transfer of Responsibility for Account Charges. Also, please fill out the part on the application that indicates whether you are owner of the house or renter. You will need to speak with one of our customer service representatives to obtain the deposit amount required with your application. Our customer service representatives are available via telephone from 8:30 a.m. to 5:00 p.m., Monday through Friday, at 910-642-5257.

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

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

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

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

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

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

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

Commercial/ Industrial / Institutional Accounts

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

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

Upon notification of the death of the owner/representative, services will be disconnected within ten (10) days of the date of said notice. If a corporate member (next of kin) or the Personal Representative of the

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

B. ACCOUNT BILLING

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

1. UTILITY PAYMENT SCHEDULE REVISED

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

- The billing date for Columbus County's utility bill will be mailed by the 8th of each month following the billing month(s). The customer understands and agrees that the County shall not be liable for the delivery of the mail through the United States Postal Service (USPS). If the customer does not receive his or her bill within a reasonable period of time it shall be the responsibility of the customer to contact the Columbus County Utilities Collection Department to acquire a current account balance due to Columbus County, at which time the customer shall make payment in full.
- Bills will now be due upon receipt. If payment is not received by the beginning of business (8:30 a.m.) on the 6th of the following month, a \$35.00 late fee penalty will be applied to the affected account on the 6th (at the beginning of the business day 8:30 a.m.) of the month.
- If payment for the month that had a late fee applied is not received along with the late fee by the close of business (5 p.m.) on the 20th of the following month, a cut-off order shall be issued on the 21st (at the start of business 8:30 a.m.) to the Public Utilities Department for the termination of service.
- A delinquent fee shall be charged on the day of cut off for any account in arrears. The delinquent fee is based on the Rate Fee Schedule that is in effect at the time of cut off.
- Once a customer's account is placed on the cut-off list, the past due amount including any other fees along with current balance must be paid in full before service is restored.

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

2. WATER CONNECTIONS:

Connections to the County water system may be authorized by the Utilities Collection Department with payment of proper fees (deposits, late fees, reconnect fees etc.,). All transactions that occur

prior to 2:00 PM will be handled the same business day. Transactions that occur after 2:00 PM will be handled the next business day.

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

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

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

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

If a customer requests to be disconnected from the Columbus County public water supply system and the service materials have already been installed on the property, the customer will not be disconnected until they have paid the base rate fee for a minimum of five (5) years. If after five (5) years the customer requests disconnection, they will be required to pay a \$250 fee prior to Public Utilities performing the disconnection and removing the service from the property. Disconnections will be evaluated on a case by case basis by the Columbus County Administration Office.

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

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

3. FEES, PENALTIES, CHARGES:

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

4. EXTENSIONS:

An extension of payment due date may be given to those customers determined to be in “*good fiscal standing*” with the Public Utilities Department. A customer in “*good fiscal standing*” shall be defined as any customer with no prior extensions, no returned check(s), and no service terminations for non-payment during the previous twelve (12) consecutive month period or since becoming a customer with Columbus County, whichever is less. The amount extended shall be paid in full on or before the 1st day of the following month or by an agreement with the Finance Director or his designee.

5. PAYMENT ARRANGEMENTS:

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

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

6. AUTHORIZATION OF EXTENSION OR PAYMENT ARRANGEMENT:

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

C. ACCOUNT BALANCE:

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

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

RELEASES OF UNCOLLECTED UTILITY BILLS:

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

D. ADJUSTMENTS:

1. DEFINITIONS

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

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

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

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

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

- a. All water line repairs on the customer's side have been completed.
- b. Evidence of repairs such as plumbing bills and/or a statement from the plumber or customer that the leak repairs have been completed.
- c. Adjustments can be given for leaks on amounts exceeding the average bill based on a calculation of the preceding twelve (12) months if the adjustment exceeds \$50.00.
- d. Only one adjustment shall be made in a twelve (12) month period. If the leak is reflected on two consecutive water bills, adjustments will be made on both bills.
- e. If the customer receives an excessive water bill and the cause is a defect in a water meter, the water bill shall be the average for the previous six (6) months. Defects will be confirmed by staff with the Public Utilities Department.

2. LEAKS ON CUSTOMER'S SIDE OF METER:

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

3. REPAYMENT:

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

E. DAMAGED LIABILITY:

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

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

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

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

F. SEPARATE WATER CONNECTIONS AND METERS REQUIRED:

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

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

1. All bills will be rendered to the Owner of the property.
2. The bill will be calculated by a minimum charge for the master meter, which shall be based on the number of units served times the minimum charge per standard $\frac{3}{4}$ inch meter. The remaining bill shall be based on the total consumption passing through the master meter times the unit commodity charge.
3. Should any portion of the development be sold; the owners shall be responsible for paying whatever additional costs would be involved in bringing the divided development into compliance.
4. Cost of service shall be included in the rent/lease of each unit, and no individual meters shall be allowed.

5. In the case of group mobile homes or apartment developments where ten (10) or fewer units are involved, and where ownership is in one party, the owner may elect to have a single meter used for the entire project. Where such election is made the owner shall comply with the conditions set forth as 1, 2, 3, and 4 above.

G. PROFANE, INDECENT, AND THREATING CALL:

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

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

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

Adopted and effective this the 20th day of June, 2022.

Ricky Bullard, Chairman

Amanda B. Prince, Staff Attorney/Clerk

**Columbus County Public Utilities
Application for Water Service**

Date: _____

Name of Customer: _____

Social Security Number: _____

Driver’s License Number: _____ **State:** _____

Phone Number: _____ **Date of Birth:** _____

Service Address: _____

Billing Address: _____

Password: _____

(This can be letters, numbers or a combination of both.)

Please Read Carefully:

By requesting water service and payment of a connection fee, the recipient of water service hereby understands and agrees to pay a minimum monthly water bill whether connected to the system or not after such has been made available to the dwelling for a minimum of 5 years. After the 5 year minimum, the recipient can disconnect from the water system for a fee of \$250. Upon payment of \$250, the water tap will be removed from the property. This rate is subject to change at the direction of the

Columbus County Board of Commissioners. You will be provided with a blue flag that needs to be placed in the exact location you want your meter installed. If this flag is not there at the time of installation the service crew will place the meter in the best location. The meter will then be moved, if necessary, at your expense.

*****You are responsible for all collection fees*****

Circle Meter Size:

- 3/4 Inch - Cost + 15% (Resident)
- 1 Inch - Cost + 15% (Business)
- 2 Inch - Cost + 15% (Business)

Deposit Due: \$ 50.00 (Home Owners) \$100.00 (Renters)

Total Amount Paid: \$ _____

Customer Signature **County Representative**

Planning Representative

_____ County, _____ State

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____ (name(s) of principals.

Date: _____

(Seal)

Signature of Notary

Print or Type Name

My Commission Expires: _____

MOTION:

Commissioner McDowell made a motion to approve the Columbus County Public Utilities Customer Service Policy, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #25: WATER DISTRICT I – APPROVAL of CHANGE ORDER #4 for OLD DOCK WELL PROJECT:

Harold Nobles, Director, requested Board approval.

BILL'S WELL DRILLING CO.
 800 McArthur Road, Fayetteville, North Carolina 28311
 Office (910) 488-3740 office@billswelldrilling.com



May 25, 2022

Columbus Co Water District
612 N Madison St
Whiteville, NC 28472

RE: South Columbus Deep Well

To whom it may concern,

Specification Section No.	Description	Scheduled Value (\$)
DIV 13	Well Installation	101,050.00
DIV 13 & 15	Well Development, testing & Water analysis	32,500.00
DIV 2	Grading & Yard Piping & Fencing	109,499.40
DIV 3 & 7	Concrete & Floor Drains	54,691.50
DIV 11	Submersible pump, drop pipe & wire	35,000.00
DIV 8 & 13	Building & Doors	82,327.80
DIV 13	Ventilation	13,378.00
DIV15	Interior Piping	44,000.00
DIV 15	Chemical Feed System	15,000.00
DIV 16	Electrical	152,880.00
DIV 11	Submersible Level Transmitter	3,000.00
DIV 16	Generator	54,483.80
	Total	697,810.50

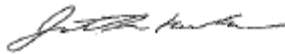
****EXECPTIONS & LEAD TIMES****

Lead time for Generator 35 weeks

Lead time for some electrical materials up to 60 weeks

Debris disposal will be paid for by county – see attached letter

Respectfully submitted,



Jonathan Kamionka
President

Columbus County
PUBLIC UTILITIES



TELEPHONE
910-642-2828

FAX
910-642-1041

May 19, 2022

Bill's Well Drilling
c/o Jonathan Kamionka
800 McArthur Road
Fayetteville, NC 28311

Ref: South Columbus Well Site

Dear Mr. Kamionka,

This letter is in reference to the Site Grading Plan at the new South Columbus Well Site in Tabor City, North Carolina.

As this project is for a new well site construction for Columbus County, it has been approved that all LCID debris materials removed from this site will be disposed of at no cost to Bill's Well Drilling.

Please have Mr. Davy Lee Simmons with DLS Ground Maintenance, Inc. to make contact with us prior to the delivery of the LCID materials from this site location to the Columbus County Transfer Station so that we can make arrangements with the Scale House Operator prior to his arrival.

Please let us know if you have any questions. As always, thank you for your time and assistance in this matter.

Sincerely,
Harold Nobles

Harold Nobles
Public Utilities Director

608 NORTH THOMPSON STREET • WHITEVILLE, NORTH CAROLINA 28472

Form RD 1924-7 (Rev. 2-97)	UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT AND FARM SERVICE AGENCY CONTRACT CHANGE ORDER	OMB NO. 0575-0042 ORDER NO. <i>Four (4)</i> DATE <i>June 1, 2022</i> STATE <i>North Carolina</i> COUNTY <i>Columbus</i>
CONTRACT FOR	<i>Old Dock Deep Well - Water Supply Improvements</i>	
OWNER	<i>Columbus County</i>	

TO *Bill's Well Drilling Company*
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
<i>1. Installation of South Columbus Deep Well North of Tabor City</i>	\$	<i>697,810.50</i>
<i>2. Physical Closure of Old Dock Well Site</i>		<i>2,500.00</i>
TOTALS	\$	\$
NET CHANGE IN CONTRACT PRICE	\$ <i>0.00</i>	\$ <i>700,310.50</i>

JUSTIFICATION:
In accordance with Bill's Well Drilling Proposals (See Attached)

The amount of the Contract will be (Decreased)/(increased) By The Sum Of: *Seven Hundred Thousand, Three*
Hundred Ten and 50/100 ***** Dollars (\$ *700,310.50*).

The Contract Total including this and previous Change Orders Will Be: *One Million, Two Hundred Two*
Thousand, Thirteen and 47/100 ***** Dollars (\$ *1,202,013.47*).

The Contract Period Provided for Completion Will Be (Increased)(Decreased)(Unchanged): To Be Determined Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested Columbus County (Signature of Owner) _____ (Date) _____

Recommended E. Leo Jelen (Signature of Owner's Architect/Engineer) _____ June 1, 2022 (Date) _____

Accepted Christina Jester (Signature of Contractor) _____ 6-1-2022 (Date) _____

Certification Columbus County (Signature of Owner's Finance Officer) _____ (Date) _____

This change order has been pre-audited in accordance with the Local Government Budget and Fiscal Control Act.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Office, STOP 7802, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7802. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

CONTRACT CHANGE ORDER FORM: 1 OF 1 POSITION 6 Form RD 1924-7 (Rev.2-97)

W:\COLL\118\0012\Bill's Well Drilling Change Order #4 6-1-2022

Bill's Well Drilling Co.

800 McArthur Rd
 Fayetteville, NC 28311
 Phone # 910-488-3740
 Fax # 910-488-3687
 www.billswelldrilling.com



PROPOSAL

Proposal #
4175

Date	5/25/2022
------	-----------

Columbus County Water & Sewer
 District
 Attn: Accounts Payable
 111 Washington St
 Whiteville, NC 28472

Job Description: _____

Phone _____ Fax _____

Description	Qty	Cost	Estimated Total
12453 New Britton Hwy E, Whiteville, NC Old Dock School Rd Well Site Labor & materials to abandon existing well per NC well regulations **PRICE ONLY GOOD IF WELL ABANDONED AT SAME TIME WELL IS DRILLED AT TABOR CITY**	1	2,500.00	2,500.00

Terms:

Subtotal	\$2,500.00
Sales Tax (6.75%)	\$0.00
Estimated Total	\$2,500.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

E-mail: office@billswelldrilling.com

Authorized Signature

Christina J Jester

Customer Signature _____

Date of Acceptance: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

MOTION:

Commissioner McDowell made a motion to approve the change order for the Old Dock Well Project, seconded by Commissioner Watts. The motion unanimously passed.

ADJOURNMENT:

At 8:24 P.M., Commissioner Watts made a motion to adjourn, seconded by Commissioner Coleman. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

INTENTIONALLY

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

Monday, June 20, 2022

8:22 P.M.

The Honorable Columbus County Commissioners met on the above stated date and time at 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District II Board.

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Staff Attorney/Clerk to Board**
Jay Leatherman, **Finance Director**
Boyd Worley, **Board Attorney**

COMMISSIONERS ABSENT (EXCUSED):

Chris Smith

MEETING CALLED TO ORDER:

At 8:22 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District II Board Meeting to order.

Agenda Item #23: COLUMBUS COUNTY WATER and SEWER DISTRICT II BOARD MEETING MINUTES:

A. June 6, 2022 Columbus County Water and Sewer District II Board Meeting

MOTION:

Commissioner Coleman made a motion to approve the June 6, 2022 Columbus County Water and Sewer District I Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #24: WATER DISTRICT II – SECOND READING of AMENDMENT to the COLUMBUS COUNTY PUBLIC UTILITIES CUSTOMER SERVICE POLICY:

Jay Leatherman, Finance Director, requested a second reading and Board approval.

**COLUMBUS COUNTY
CUSTOMER SERVICE POLICY
UTILITIES COLLECTION DEPARTMENT**

A. SERVICE APPLICATION

Residential Accounts

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

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

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

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

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

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

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

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

Commercial/ Industrial / Institutional Accounts

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

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

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

B. ACCOUNT BILLING

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

1. UTILITY PAYMENT SCHEDULE REVISED

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

- The billing date for Columbus County's utility bill will be mailed by the **8th** of each month following the billing month(s). **The customer understands and agrees that the County shall not be liable for the delivery of the mail through the United States Postal Service (USPS). If the customer does not receive his or her bill within a reasonable period of time it shall be the responsibility of the customer to contact the Columbus County Utilities Collection Department to acquire a current account balance due to Columbus County, at which time the customer shall make payment in full.**
- Bills will now be due upon receipt. If payment is not received by the beginning of business (8:30 a.m.) on the 6th of the following month, a \$35.00 late fee penalty will be applied to the affected account on the 6th (at the beginning of the business day 8:30 a.m.) of the month.
- If payment for the month that had a late fee applied is not received along with the late fee by the close of business (5 p.m.) on the 20th of the following month, a cut-off order shall be issued on the 21st (at the start of business 8:30 a.m.) to the Public Utilities Department for the termination of service.
- **A delinquent fee shall be charged on the day of cut off for any account in arrears. The delinquent fee is based on the Rate Fee Schedule that is in effect at the time of cut off.**
- **Once a customer's account is placed on the cut-off list, the past due amount including any other fees along with current balance must be paid in full before service is restored.**

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

2. WATER CONNECTIONS:

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

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

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

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

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

If a customer requests to be disconnected from the Columbus County public water supply system and the service materials have already been installed on the property, the customer will not be disconnected until they have paid the base rate fee for a minimum of five (5) years. If after five (5) years the customer requests disconnection, they will be required to pay a \$250 fee prior to Public Utilities performing the disconnection and removing the service from the property. Disconnections will be evaluated on a case by case basis by the Columbus County Administration Office.

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

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

3. FEES, PENALTIES, CHARGES:

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

4. EXTENSIONS:

An extension of payment due date may be given to those customers determined to be in “*good fiscal standing*” with the Public Utilities Department. A customer in “*good fiscal standing*” shall be defined as any customer with no prior extensions, no returned check(s), and no service terminations for non-payment during the previous twelve (12) consecutive month period or since becoming a customer with Columbus County, whichever is less. The amount extended shall be paid in full on or before the 1st day of the following month or by an agreement with the Finance Director or his designee.

5. PAYMENT ARRANGEMENTS:

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

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

6. AUTHORIZATION OF EXTENSION OR PAYMENT ARRANGEMENT:

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

C. ACCOUNT BALANCE:

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

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

RELEASES OF UNCOLLECTED UTILITY BILLS:

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

D. ADJUSTMENTS:

1. DEFINITIONS

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

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

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

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

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

- a. All water line repairs on the customer's side have been completed.
- b. Evidence of repairs such as plumbing bills and/or a statement from the plumber or customer that the leak repairs have been completed.
- c. Adjustments can be given for leaks on amounts exceeding the average bill based on a calculation of the preceding twelve (12) months if the adjustment exceeds \$50.00.
- d. Only one adjustment shall be made in a twelve (12) month period. If the leak is reflected on two consecutive water bills, adjustments will be made on both bills.
- e. If the customer receives an excessive water bill and the cause is a defect in a water meter, the water bill shall be the average for the previous six (6) months. Defects will be confirmed by staff with the Public Utilities Department.

2. LEAKS ON CUSTOMER'S SIDE OF METER:

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

3. REPAYMENT:

Repayment of this extraordinary balance can be paid in full or the amount due may be paid in installments, so long as it is approved by the Finance Director or his designee. The period of time

allowed for the repayment of this extraordinary balance shall not exceed three (3) consecutive billing periods.

E. DAMAGED LIABILITY:

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

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

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

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

F. SEPARATE WATER CONNECTIONS AND METERS REQUIRED:

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

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

1. All bills will be rendered to the Owner of the property.
2. The bill will be calculated by a minimum charge for the master meter, which shall be based on the number of units served times the minimum charge per standard $\frac{3}{4}$ inch meter. The remaining bill shall be based on the total consumption passing through the master meter times the unit commodity charge.
3. Should any portion of the development be sold; the owners shall be responsible for paying whatever additional costs would be involved in bringing the divided development into compliance.

4. Cost of service shall be included in the rent/lease of each unit, and no individual meters shall be allowed.

5. In the case of group mobile homes or apartment developments where ten (10) or fewer units are involved, and where ownership is in one party, the owner may elect to have a single meter used for the entire project. Where such election is made the owner shall comply with the conditions set forth as 1, 2, 3, and 4 above.

G. PROFANE, INDECENT, AND THREATING CALL:

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

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

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

Adopted and effective this the 20th day of June, 2022.

Ricky Bullard, Chairman

Amanda B. Prince, Staff Attorney/Deputy Clerk

**Columbus County Public Utilities
Application for Water Service**

Date: _____

Name of Customer: _____

Social Security Number: _____

Driver’s License Number: _____ **State:** _____

Phone Number: _____ **Date of Birth:** _____

Service Address: _____

Billing Address: _____

Password: _____

(This can be letters, numbers or a combination of both.)

Please Read Carefully:

By requesting water service and payment of a connection fee, the recipient of water service hereby understands and agrees to pay a minimum monthly water bill whether connected to the system or not after such has been made available to the dwelling for a minimum of 5 years. After the 5 year minimum, the recipient can disconnect from the water system for a fee of \$250. Upon payment of \$250, the water tap will be removed from the property. This rate is subject to change at the direction of the Columbus County Board of Commissioners. You will be provided with a blue flag that needs to be placed in the exact location you want your meter installed. If this flag is not there at the time of installation the service crew will place the meter in the best location. The meter will then be moved, if necessary, at your expense.

*****You are responsible for all collection fees*****

Circle Meter Size:

- ¾ Inch - Cost + 15% (Resident)
- 1 Inch - Cost + 15% (Business)
- 2 Inch - Cost + 15% (Business)

Deposit Due: \$ 50.00 (Home Owners) \$100.00 (Renters)
Total Amount Paid: \$ _____

Customer Signature **County Representative**

Planning Representative

_____ County, _____ State

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____
_____ (name(s) of principals.

Date: _____

(Seal)

Signature of Notary

Print or Type Name

My Commission Expires: _____

MOTION:

Commissioner McDowell made a motion to approve the Columbus County Public Utilities Customer Service Policy, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 8:24 P.M., Commissioner Watts made a motion to adjourn, seconded by Commissioner Coleman. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

INTENTIONALLY

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

Monday, June 20, 2022

8:22 P.M.

The Honorable Columbus County Commissioners met on the above stated date and time at 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District III Board.

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Staff Attorney/Clerk to Board**
Jay Leatherman, **Finance Director**
Boyd Worley, **Board Attorney**

COMMISSIONERS ABSENT (EXCUSED):

Chris Smith

MEETING CALLED TO ORDER:

At 8:22 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District III Board Meeting to order.

Agenda Item #21: COLUMBUS COUNTY WATER and SEWER DISTRICT III BOARD MEETING MINUTES:

A. June 6, 2022 Columbus County Water and Sewer District III Board Meeting

MOTION:

Commissioner Coleman made a motion to approve the June 6, 2022 Columbus County Water and Sewer District III Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #24: WATER DISTRICT III – SECOND READING of AMENDMENT to the COLUMBUS COUNTY PUBLIC UTILITIES CUSTOMER SERVICE POLICY:

Jay Leatherman, Finance Director, requested a second reading and Board approval.

**COLUMBUS COUNTY
CUSTOMER SERVICE POLICY
UTILITIES COLLECTION DEPARTMENT**

A. SERVICE APPLICATION

Residential Accounts

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

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

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

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

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

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

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

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

Commercial/ Industrial / Institutional Accounts

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

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

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

B. ACCOUNT BILLING

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

1. UTILITY PAYMENT SCHEDULE REVISED

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

- The billing date for Columbus County's utility bill will be mailed by the **8th** of each month following the billing month(s). **The customer understands and agrees that the County shall not be liable for the delivery of the mail through the United States Postal Service (USPS). If the customer does not receive his or her bill within a reasonable period of time it shall be the responsibility of the customer to contact the Columbus County Utilities Collection Department to acquire a current account balance due to Columbus County, at which time the customer shall make payment in full.**
- Bills will now be due upon receipt. If payment is not received by the beginning of business (8:30 a.m.) on the 6th of the following month, a \$35.00 late fee penalty will be applied to the affected account on the 6th (at the beginning of the business day 8:30 a.m.) of the month.
- If payment for the month that had a late fee applied is not received along with the late fee by the close of business (5 p.m.) on the 20th of the following month, a cut-off order shall be issued on the 21st (at the start of business 8:30 a.m.) to the Public Utilities Department for the termination of service.
- **A delinquent fee shall be charged on the day of cut off for any account in arrears. The delinquent fee is based on the Rate Fee Schedule that is in effect at the time of cut off.**
- **Once a customer's account is placed on the cut-off list, the past due amount including any other fees along with current balance must be paid in full before service is restored.**

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

2. WATER CONNECTIONS:

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

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

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

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

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

If a customer requests to be disconnected from the Columbus County public water supply system and the service materials have already been installed on the property, the customer will not be disconnected until they have paid the base rate fee for a minimum of five (5) years. If after five (5) years the customer requests disconnection, they will be required to pay a \$250 fee prior to Public Utilities performing the disconnection and removing the service from the property. Disconnections will be evaluated on a case by case basis by the Columbus County Administration Office.

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

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

3. FEES, PENALTIES, CHARGES:

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

4. EXTENSIONS:

An extension of payment due date may be given to those customers determined to be in “*good fiscal standing*” with the Public Utilities Department. A customer in “*good fiscal standing*” shall be defined as any customer with no prior extensions, no returned check(s), and no service terminations for non-payment during the previous twelve (12) consecutive month period or since becoming a customer with Columbus County, whichever is less. The amount extended shall be paid in full on or before the 1st day of the following month or by an agreement with the Finance Director or his designee.

5. PAYMENT ARRANGEMENTS:

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

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

6. AUTHORIZATION OF EXTENSION OR PAYMENT ARRANGEMENT:

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

C. ACCOUNT BALANCE:

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

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

RELEASES OF UNCOLLECTED UTILITY BILLS:

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

D. ADJUSTMENTS:

1. DEFINITIONS

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

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

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

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

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

- a. All water line repairs on the customer's side have been completed.
- b. Evidence of repairs such as plumbing bills and/or a statement from the plumber or customer that the leak repairs have been completed.
- c. Adjustments can be given for leaks on amounts exceeding the average bill based on a calculation of the preceding twelve (12) months if the adjustment exceeds \$50.00.
- d. Only one adjustment shall be made in a twelve (12) month period. If the leak is reflected on two consecutive water bills, adjustments will be made on both bills.
- e. If the customer receives an excessive water bill and the cause is a defect in a water meter, the water bill shall be the average for the previous six (6) months. Defects will be confirmed by staff with the Public Utilities Department.

2. LEAKS ON CUSTOMER'S SIDE OF METER:

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

3. REPAYMENT:

Repayment of this extraordinary balance can be paid in full or the amount due may be paid in installments, so long as it is approved by the Finance Director or his designee. The period of time

allowed for the repayment of this extraordinary balance shall not exceed three (3) consecutive billing periods.

E. DAMAGED LIABILITY:

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

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

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

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

F. SEPARATE WATER CONNECTIONS AND METERS REQUIRED:

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

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

1. All bills will be rendered to the Owner of the property.
2. The bill will be calculated by a minimum charge for the master meter, which shall be based on the number of units served times the minimum charge per standard $\frac{3}{4}$ inch meter. The remaining bill shall be based on the total consumption passing through the master meter times the unit commodity charge.
3. Should any portion of the development be sold; the owners shall be responsible for paying whatever additional costs would be involved in bringing the divided development into compliance.

4. Cost of service shall be included in the rent/lease of each unit, and no individual meters shall be allowed.

5. In the case of group mobile homes or apartment developments where ten (10) or fewer units are involved, and where ownership is in one party, the owner may elect to have a single meter used for the entire project. Where such election is made the owner shall comply with the conditions set forth as 1, 2, 3, and 4 above.

G. PROFANE, INDECENT, AND THREATING CALL:

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

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

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

Adopted and effective this the 20th day of June, 2022.

Ricky Bullard, Chairman

Amanda B. Prince, Staff Attorney/Deputy Clerk

**Columbus County Public Utilities
Application for Water Service**

Date: _____

Name of Customer: _____

Social Security Number: _____

Driver’s License Number: _____ **State:** _____

Phone Number: _____ **Date of Birth:** _____

Service Address: _____

Billing Address: _____

Password: _____

(This can be letters, numbers or a combination of both.)

Please Read Carefully:

By requesting water service and payment of a connection fee, the recipient of water service hereby understands and agrees to pay a minimum monthly water bill whether connected to the system or not after such has been made available to the dwelling for a minimum of 5 years. After the 5 year minimum, the recipient can disconnect from the water system for a fee of \$250. Upon payment of \$250, the water tap will be removed from the property. This rate is subject to change at the direction of the Columbus County Board of Commissioners. You will be provided with a blue flag that needs to be placed in the exact location you want your meter installed. If this flag is not there at the time of installation the service crew will place the meter in the best location. The meter will then be moved, if necessary, at your expense.

*****You are responsible for all collection fees*****

Circle Meter Size:

- ¾ Inch - Cost + 15% (Resident)
- 1 Inch - Cost + 15% (Business)
- 2 Inch - Cost + 15% (Business)

Deposit Due: \$ 50.00 (Home Owners) \$100.00 (Renters)
Total Amount Paid: \$ _____

Customer Signature County Representative

Planning Representative

County, _____ State

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____
_____ (name(s) of principals.

Date: _____

(Seal)

Signature of Notary

Print or Type Name

My Commission Expires: _____

MOTION:

Commissioner McDowell made a motion to approve the Columbus County Public Utilities Customer Service Policy, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 8:24 P.M., Commissioner Watts made a motion to adjourn, seconded by Commissioner Coleman. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

INTENTIONALLY

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

Monday, June 20, 2022

8:22 P.M.

The Honorable Columbus County Commissioners met on the above stated date and time at 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District IV Board.

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Staff Attorney/Clerk to Board**
Jay Leatherman, **Finance Director**
Boyd Worley, **Board Attorney**

COMMISSIONERS ABSENT (EXCUSED):

Chris Smith

MEETING CALLED TO ORDER:

At 8:22 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District IV Board Meeting to order.

Agenda Item #23: COLUMBUS COUNTY WATER and SEWER DISTRICT IV BOARD MEETING MINUTES:

A. June 6, 2022 Columbus County Water and Sewer District IV Board Meeting

MOTION:

Commissioner Coleman made a motion to approve the June 6, 2022 Columbus County Water and Sewer District IV Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #24: WATER DISTRICT IV – SECOND READING and APPROVAL of AMENDMENT to the COLUMBUS COUNTY PUBLIC UTILITIES CUSTOMER SERVICE POLICY:

Jay Leatherman, Finance Director, requested a second reading and Board approval.

**COLUMBUS COUNTY
CUSTOMER SERVICE POLICY
UTILITIES COLLECTION DEPARTMENT**

A. **SERVICE APPLICATION**

Residential Accounts

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

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

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

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

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

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

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

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

Commercial/ Industrial / Institutional Accounts

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

- The billing date for Columbus County's utility bill will be mailed by the **8th** of each month following the billing month(s). **The customer understands and agrees that the County shall not be liable for the delivery of the mail through the United States Postal Service (USPS). If the customer does not receive his or her bill within a reasonable period of time it shall be the responsibility of the customer to contact the Columbus County Utilities Collection Department to acquire a current account balance due to Columbus County, at which time the customer shall make payment in full.**
- Bills will now be due upon receipt. If payment is not received by the beginning of business (8:30 a.m.) on the 6th of the following month, a \$35.00 late fee penalty will be applied to the affected account on the 6th (at the beginning of the business day 8:30 a.m.) of the month.
- If payment for the month that had a late fee applied is not received along with the late fee by the close of business (5 p.m.) on the 20th of the following month, a cut-off order shall be issued on the 21st (at the start of business 8:30 a.m.) to the Public Utilities Department for the termination of service.
- **A delinquent fee shall be charged on the day of cut off for any account in arrears. The delinquent fee is based on the Rate Fee Schedule that is in effect at the time of cut off.**
- **Once a customer's account is placed on the cut-off list, the past due amount including any other fees along with current balance must be paid in full before service is restored.**

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

2. WATER CONNECTIONS:

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

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

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

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

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

If a customer requests to be disconnected from the Columbus County public water supply system and the service materials have already been installed on the property, the customer will not be disconnected until they have paid the base rate fee for a minimum of five (5) years. If after five (5) years the customer requests disconnection, they will be required to pay a \$250 fee prior to Public Utilities performing the disconnection and removing the service from the property. Disconnections will be evaluated on a case by case basis by the Columbus County Administration Office.

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

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

3. FEES, PENALTIES, CHARGES:

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

4. EXTENSIONS:

An extension of payment due date may be given to those customers determined to be in “*good fiscal standing*” with the Public Utilities Department. A customer in “*good fiscal standing*” shall be defined as any customer with no prior extensions, no returned check(s), and no service terminations for non-payment during the previous twelve (12) consecutive month period or since becoming a customer with Columbus County, whichever is less. The amount extended shall be paid in full on or before the 1st day of the following month or by an agreement with the Finance Director or his designee.

5. PAYMENT ARRANGEMENTS:

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

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

6. AUTHORIZATION OF EXTENSION OR PAYMENT ARRANGEMENT:

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

C. ACCOUNT BALANCE:

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

1. The Utilities Collection Department shall send to the customer a monthly bill. Customer is to make payment in full by the 5TH of each month. If no response; then,
2. The Department shall transfer the security deposit to the customer’s account, if any outstanding balance still remains; then,
3. The Department shall send notification to Debt Set-Off; a program with the North Carolina Treasurer’s Department, for payment to collect from IRS for any tax refunds or lottery winnings that customer may receive which will go toward the utility bill.
4. The Department shall notify other utility operation systems throughout the State of North Carolina of this customer’s indebtedness to the County.
5. All customers that have been disconnected with outstanding account balances shall NOT be reconnected until all indebtedness is paid in full to the County.

6. The late fee and/or delinquent fee may be waived if the customer's account has never been assessed any penalties during the life of the account. Thereafter, a late fee and/or delinquent fee may be waived once only if the customer signs up for Automatic Clearing House (ACH Draft).

RELEASES OF UNCOLLECTED UTILITY BILLS:

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

D. ADJUSTMENTS:

1. DEFINITIONS

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

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

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

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

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

- a. All water line repairs on the customer's side have been completed.
- b. Evidence of repairs such as plumbing bills and/or a statement from the plumber or customer that the leak repairs have been completed.
- c. Adjustments can be given for leaks on amounts exceeding the average bill based on a calculation of the preceding twelve (12) months if the adjustment exceeds \$50.00.
- d. Only one adjustment shall be made in a twelve (12) month period. If the leak is reflected on two consecutive water bills, adjustments will be made on both bills.
- e. If the customer receives an excessive water bill and the cause is a defect in a water meter, the water bill shall be the average for the previous six (6) months. Defects will be confirmed by staff with the Public Utilities Department.

2. LEAKS ON CUSTOMER'S SIDE OF METER:

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

3. REPAYMENT:

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

E. DAMAGED LIABILITY:

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

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

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

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

F. SEPARATE WATER CONNECTIONS AND METERS REQUIRED:

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

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

1. All bills will be rendered to the Owner of the property.
2. The bill will be calculated by a minimum charge for the master meter, which shall be based on the number of units served times the minimum charge per standard $\frac{3}{4}$ inch meter. The remaining bill shall be based on the total consumption passing through the master meter times the unit commodity charge.

3. Should any portion of the development be sold; the owners shall be responsible for paying whatever additional costs would be involved in bringing the divided development into compliance.

4. Cost of service shall be included in the rent/lease of each unit, and no individual meters shall be allowed.

5. In the case of group mobile homes or apartment developments where ten (10) or fewer units are involved, and where ownership is in one party, the owner may elect to have a single meter used for the entire project. Where such election is made the owner shall comply with the conditions set forth as 1, 2, 3, and 4 above.

G. PROFANE, INDECENT, AND THREATING CALL:

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

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

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

Adopted and effective this the 20th day of June, 2022.

Ricky Bullard, Chairman

Amanda B. Prince, Staff Attorney/Clerk

**Columbus County Public Utilities
Application for Water Service**

Date: _____

Name of Customer: _____

Social Security Number: _____

Driver’s License Number: _____ **State:** _____

Phone Number: _____ **Date of Birth:** _____

Service Address: _____

Billing Address: _____

Password: _____

(This can be letters, numbers or a combination of both.)

Please Read Carefully:

By requesting water service and payment of a connection fee, the recipient of water service hereby understands and agrees to pay a minimum monthly water bill whether connected to the system or not after such has been made available to the dwelling for a minimum of 5 years. After the 5 year minimum, the recipient can disconnect from the water system for a fee of \$250. Upon payment of \$250, the water tap will be removed from the property. This rate is subject to change at the direction of the Columbus County Board of Commissioners. You will be provided with a blue flag that needs to be placed in the exact location you want your meter installed. If this flag is not there at the time of installation the service crew will place the meter in the best location. The meter will then be moved, if necessary, at your expense.

*******You are responsible for all collection fees*******

Circle Meter Size:

- 3/4 Inch - Cost + 15% (Resident)
- 1 Inch - Cost + 15% (Business)
- 2 Inch - Cost + 15% (Business)

Deposit Due: \$ 50.00 (Home Owners) \$100.00 (Renters)
 Total Amount Paid: \$ _____

_____ Customer Signature _____ County Representative

_____ Planning Representative

 _____ County, _____ State

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____ (name(s) of principals).

Date: _____

(Seal)

_____ Signature of Notary

_____ Print or Type Name

My Commission Expires: _____

MOTION:

Commissioner McDowell made a motion to approve the Columbus County Public Utilities Customer Service Policy, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #26: WATER DISTRICT IV – APPROVAL of PROFESSIONAL SERVICES ENGINEERING AGREEMENT for the USDA RURAL DEVELOPMENT APPLICATION:

Harold Nobles, Director, requested Board approval.

A copy of this document will be marked as Exhibit “B”, and kept on file in Minute Book Attachments,

Book Number 7, in the Clerk to the Board's Office, for review.

MOTION:

Vice Chairman McMillian made a motion to approve the professional services engineering agreement, seconded by Commissioner Coleman. The motion unanimously passed.

ADJOURNMENT:

At 8:24 P.M., Commissioner Watts made a motion to adjourn, seconded by Commissioner Coleman. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

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

Monday, June 20, 2022

8:22 P.M.

The Honorable Columbus County Commissioners met on the above stated date and time at 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District V Board.

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Staff Attorney/Clerk to Board**
Jay Leatherman, **Finance Director**
Boyd Worley, **Board Attorney**

COMMISSIONERS ABSENT (EXCUSED):

Chris Smith

MEETING CALLED TO ORDER:

At 8:22 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District V Board Meeting to order.

Agenda Item #23: COLUMBUS COUNTY WATER and SEWER DISTRICT V BOARD MEETING MINUTES:

A. June 6, 2022 Columbus County Water and Sewer District V Board Meeting

MOTION:

Commissioner Coleman made a motion to approve the June 6, 2022 Columbus County Water and Sewer District V Board Meeting Minutes, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #24: WATER DISTRICT V – SECOND READING and APPROVAL of AMENDMENT to the COLUMBUS COUNTY PUBLIC UTILITIES CUSTOMER SERVICE POLICY:

Jay Leatherman, Finance Director, requested a second reading and Board approval.

**COLUMBUS COUNTY
CUSTOMER SERVICE POLICY
UTILITIES COLLECTION DEPARTMENT**

A. SERVICE APPLICATION

Residential Accounts

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

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

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

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

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

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

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

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

Commercial/ Industrial / Institutional Accounts

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

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

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

B. ACCOUNT BILLING

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

1. UTILITY PAYMENT SCHEDULE REVISED

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

- The billing date for Columbus County's utility bill will be mailed by the **8th** of each month following the billing month(s). **The customer understands and agrees that the County shall not be liable for the delivery of the mail through the United States Postal Service (USPS). If the customer does not receive his or her bill within a reasonable period of time it shall be the responsibility of the customer to contact the Columbus County Utilities Collection Department to acquire a current account balance due to Columbus County, at which time the customer shall make payment in full.**
- Bills will now be due upon receipt. If payment is not received by the beginning of business (8:30 a.m.) on the 6th of the following month, a \$35.00 late fee penalty will be applied to the affected account on the 6th (at the beginning of the business day 8:30 a.m.) of the month.
- If payment for the month that had a late fee applied is not received along with the late fee by the close of business (5 p.m.) on the 20th of the following month, a cut-off order shall be issued on the 21st (at the start of business 8:30 a.m.) to the Public Utilities Department for the termination of service.
- **A delinquent fee shall be charged on the day of cut off for any account in arrears. The delinquent fee is based on the Rate Fee Schedule that is in effect at the time of cut off.**
- **Once a customer's account is placed on the cut-off list, the past due amount including any other fees along with current balance must be paid in full before service is restored.**

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

2. WATER CONNECTIONS:

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

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

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

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

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

If a customer requests to be disconnected from the Columbus County public water supply system and the service materials have already been installed on the property, the customer will not be disconnected until they have paid the base rate fee for a minimum of five (5) years. If after five (5) years the customer requests disconnection, they will be required to pay a \$250 fee prior to Public Utilities performing the disconnection and removing the service from the property. Disconnections will be evaluated on a case by case basis by the Columbus County Administration Office.

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

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

3. FEES, PENALTIES, CHARGES:

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

4. EXTENSIONS:

An extension of payment due date may be given to those customers determined to be in “*good fiscal standing*” with the Public Utilities Department. A customer in “*good fiscal standing*” shall be defined as any customer with no prior extensions, no returned check(s), and no service terminations for non-payment during the previous twelve (12) consecutive month period or since becoming a customer with Columbus County, whichever is less. The amount extended shall be paid in full on or before the 1st day of the following month or by an agreement with the Finance Director or his designee.

5. PAYMENT ARRANGEMENTS:

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

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

6. AUTHORIZATION OF EXTENSION OR PAYMENT ARRANGEMENT:

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

C. ACCOUNT BALANCE:

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

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

RELEASES OF UNCOLLECTED UTILITY BILLS:

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

D. ADJUSTMENTS:

1. DEFINITIONS

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

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

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

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

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

- a. All water line repairs on the customer's side have been completed.
- b. Evidence of repairs such as plumbing bills and/or a statement from the plumber or customer that the leak repairs have been completed.
- c. Adjustments can be given for leaks on amounts exceeding the average bill based on a calculation of the preceding twelve (12) months if the adjustment exceeds \$50.00.
- d. Only one adjustment shall be made in a twelve (12) month period. If the leak is reflected on two consecutive water bills, adjustments will be made on both bills.
- e. If the customer receives an excessive water bill and the cause is a defect in a water meter, the water bill shall be the average for the previous six (6) months. Defects will be confirmed by staff with the Public Utilities Department.

2. LEAKS ON CUSTOMER'S SIDE OF METER:

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

3. REPAYMENT:

Repayment of this extraordinary balance can be paid in full or the amount due may be paid in installments, so long as it is approved by the Finance Director or his designee. The period of time

allowed for the repayment of this extraordinary balance shall not exceed three (3) consecutive billing periods.

E. DAMAGED LIABILITY:

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

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

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

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

F. SEPARATE WATER CONNECTIONS AND METERS REQUIRED:

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

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

1. All bills will be rendered to the Owner of the property.
2. The bill will be calculated by a minimum charge for the master meter, which shall be based on the number of units served times the minimum charge per standard $\frac{3}{4}$ inch meter. The remaining bill shall be based on the total consumption passing through the master meter times the unit commodity charge.
3. Should any portion of the development be sold; the owners shall be responsible for paying whatever additional costs would be involved in bringing the divided development into compliance.

4. Cost of service shall be included in the rent/lease of each unit, and no individual meters shall be allowed.

5. In the case of group mobile homes or apartment developments where ten (10) or fewer units are involved, and where ownership is in one party, the owner may elect to have a single meter used for the entire project. Where such election is made the owner shall comply with the conditions set forth as 1, 2, 3, and 4 above.

G. PROFANE, INDECENT, AND THREATING CALL:

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

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

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

Adopted and effective this the 20th day of June, 2022.

Ricky Bullard, Chairman

Amanda B. Prince, Staff Attorney/Deputy Clerk

**Columbus County Public Utilities
Application for Water Service**

Date: _____

Name of Customer: _____

Social Security Number: _____

Driver’s License Number: _____ **State:** _____

Phone Number: _____ **Date of Birth:** _____

Service Address: _____

Billing Address: _____

Password: _____

(This can be letters, numbers or a combination of both.)

Please Read Carefully:

By requesting water service and payment of a connection fee, the recipient of water service hereby understands and agrees to pay a minimum monthly water bill whether connected to the system or not after such has been made available to the dwelling for a minimum of 5 years. After the 5 year minimum, the recipient can disconnect from the water system for a fee of \$250. Upon payment of \$250, the water tap will be removed from the property. This rate is subject to change at the direction of the Columbus County Board of Commissioners. You will be provided with a blue flag that needs to be placed in the exact location you want your meter installed. If this flag is not there at the time of installation the service crew will place the meter in the best location. The meter will then be moved, if necessary, at your expense.

*****You are responsible for all collection fees*****

Circle Meter Size:

- ¾ Inch - Cost + 15% (Resident)
- 1 Inch - Cost + 15% (Business)
- 2 Inch - Cost + 15% (Business)

Deposit Due: \$ 50.00 (Home Owners) \$100.00 (Renters)
Total Amount Paid: \$ _____

Customer Signature County Representative

Planning Representative

County, _____ State

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____
_____ (name(s) of principals.

Date: _____

(Seal)

Signature of Notary

Print or Type Name

My Commission Expires: _____

MOTION:

Commissioner McDowell made a motion to approve the Columbus County Public Utilities Customer Service Policy, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURNMENT:

At 8:24 P.M., Commissioner Watts made a motion to adjourn, seconded by Commissioner Coleman. The motion unanimously passed.

LATOYA WILLIAMS, Deputy Clerk

RICKY BULLARD, Chairman

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