

COLUMBUS COUNTY BOARD OF COMMISSIONERS**Monday, August 1, 2022****5:15 P.M.**

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

Agenda Item #1: MEETING CALLED to ORDER:

At 5:16 P.M., Chairman Ricky Bullard called the Monday, August 1, 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 and (6) PERSONNEL:

At 5:17 P.M., Commissioner McDowell made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S. § 143-318.11(A)(3) Attorney-Client privilege and (6) Personnel, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #2: CLOSED SESSION IN ACCORDANCE WITH N.C.G.S. § 143.318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE and (6) PERSONNEL:

No official action was taken.

RECESS CLOSED SESSION:

At 6:19 P.M., Commissioner Byrd made a motion to recess Closed Session, seconded by Commissioner Smith. The motion unanimously passed.

ENTER into REGULAR SESSION:

Chairman Bullard called the Regular Session meeting to Order.

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

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

Agenda Item #5: APPROVAL of BOARD MINUTES:

- A. July 11, 2022 Special Called Meeting
- B. July 11, 2022 EMS Workshop
- C. July 18, 2022 Regular Session

MOTION:

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

Agenda Item #6: APPROVAL of AUGUST 1, 2022 AGENDA:**MOTION:**

Commissioner Watts made a motion to approve the Agenda and the addition of Agenda Item #6a: Administration – Approval of Resolution Authorizing Auction Sale of Surplus Property, Item #6b: Animal

Service – Approval of Half-Price Adoption Fees for August 2022, seconded by Commissioner Byrd. The motion unanimously passed.

Agenda Item # 6a: ADMINISTRATION – APPROVAL of RESOLUTION AUTHORIZING AUCTION SALE OF SURPLUS PROPERTY:

County Manager Eddie Madden requested Board approval.



Resolution Authorizing Auction Sale

WHEREAS, the County of Columbus owns property listed on Schedule A, attached and incorporated herein; and

WHEREAS, the property is currently surplus property for the County; and

WHEREAS, North Carolina General Statute § 160A-270 permits the County to sell property at public auction upon approval of the County Commissioner and after publication of a notice announcing the auction;

THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF COLUMBUS RESOLVES THAT:

1. The Board of Commissioners hereby authorizes the sale at public auction of the property listed on Schedule A,
2. The auction will be conducted at 10:00 a.m. Wednesday, August 10, 2022, at the Sheriff’s Office, located at 805 Washington Street, Whiteville, NC.
3. The terms of the sale are:
 - that the property is sold in its current condition, as is, and the County gives no warranty with respect to usability of the property; and
 - that the buyer will pay the full amount of his or her bid before the conclusion of the auction, either in cash or with a certified check. Failure to make payment on the day of auction cancels the buyer’s bid.
4. The County reserves the right to withdraw the property from sale at any time and the right to reject all bids.

Adopted this the 1st day of August, 2022.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Ricky Bullard, Chairman

Attested By:

LaToya Williams, Clerk to Board

ITEM # August 10, 2022 Auction Vehicle Surplus List

1	2002	FORD	RANGER	SILVER	1FTZR45E22TA67466	

2	2006	FORD	EXPEDITION	BLACK	1FMPU16546LA45408
3	2010	DODGE	CHARGER	MARKED	2B3AA4CT4AH303814
4	2007	DODGE	CHARGER	WHITE	2B3KA43H67H757829
5	2012	DODGE	CHARGER	MARKED	2C3CDXAT2CH282472
6	2004	FORD	CROWN VIC	MARKED	2FAFP71W04X116104
7	2012	DODGE	CHARGER	MARKED	2C3CDXAT3CH190688
8	2003	FORD	CROWN VIC	SILVER	2FAFP71W83X111036
9	2006	FORD	CROWN VIC	BURG	2FAHP71W66X138233
10	2009	DODGE	CHARGER	BLACK	2B3KA43T99H500364
11	2013	TOYOTA	CAMRY	RED	4T1BD1FKODU092216
12	2004	DODGE	DURANGO	DK GREY	1D4HB38N44F109761
13	N/A		Stainless Toilets		
15	N/A		Sharper Image Bookbag		
16	N/A		Lanzar Speaker Box		
18	N/A	Bowtech	Diamond Compound Bow		
19	N/A		Metal Detector		
20	2006	Suzuki	LTF 400 (ATV)		5SAAK46AX67103872
21	N/A	Kawasaki	Dirt Bike		JKAKYMTCX64002840
22	2007	Honda	CRT 100F Dirt Bike		JHZHE03097K603132
23	N/A	Champion	VIP Moped		L9NTEACT8E1007050
24	N/A	Kawasaki	Dirt Bike		JKAKXMD1DGA007477
25	2004	Honda	Recon (ATV)		478T62101444051856

August 10, 2022 Auction Vehicle Surplus List

2002	FORD	RANGER	SILVER	1FTZR45E22TA67466
------	------	--------	--------	-------------------

2006	FORD	EXPEDITION	BLACK	1FMPU16546LA45408
------	------	------------	-------	-------------------

2010	DODGE	CHARGER	MARKED	2B3AA4CT4AH303814
------	-------	---------	--------	-------------------

2007	DODGE	CHARGER	WHITE	2B3KA43H67H757829
------	-------	---------	-------	-------------------

2012	DODGE	CHARGER	MARKED	2C3CDXAT2CH282472
------	-------	---------	--------	-------------------

2004	FORD	CROWN VIC	MARKED	2FAFP71W04X116104
------	------	-----------	--------	-------------------

2012	DODGE	CHARGER	MARKED	2C3CDXAT3CH190688
------	-------	---------	--------	-------------------

2003	FORD	CROWN VIC	SILVER	2FAFP71W83X111036
------	------	-----------	--------	-------------------

2006	FORD	CROWN VIC	BURG	2FAHP71W66X138233
------	------	-----------	------	-------------------

2009	DODGE	CHARGER	BLACK	2B3KA43T99H500364
------	-------	---------	-------	-------------------

2013	TOYOTA	CAMRY	RED	4T1BD1FKODU092216
------	--------	-------	-----	-------------------

2004	DODGE	DURANGO	DK GREY	1D4HB38N44F109761
------	-------	---------	---------	-------------------

Qty.	Department:	Type:	Make:	Model:	Year:	VIN #:	CC Asset #:	License Plate #:	Milage:	Status:		
	LIBRARY	VAN	Dodge	Caravan	2006	1D4GP25B06B754712	402	83921T	173,079	WORKING		
	Facility S.	Truck	Ford	F150	2011	1FTMF1CM9BKD97820	465	20595-V	192051	In-Service		
	Facility S.	Truck	Ford	F150	2003	2FTRF17273CB09930	454	83953-T	not	In-Service		
	Facility S.	Truck	Chevy	Colorado	2012	1GCC5BF9XC8147246	463	20495-V	182578	In-Service		
	BUILDING INSPECTIONS	LIGHT TRUCK	FORD	F-150 4x4	2005	1FTRF14W65KCS5659	201	20417-V	239,600	INACTIVE		
	HEALTH	CAR -#307	FORD	TAURUS	2004	1FAFP53UX4A112022	307	83899-T	95,194			
	Public Utilities	Truck	Ford	F150	2015	1FTMF1EFXKKG35502	550	75441-V	164332	In-Service		
	Public Utilities	Truck	Ford	F150	2012	1FTNF1CF6DKD17317	564	83867-T	191448	out of service		
	Public Utilities	Truck	Ford	F150	2012	1FTMF1CM1DKF87176	565	13338-V	N/A	Out of Service		
	Solid Waste	Truck	Ford	F150	2012	1FTMF1CM0BKD97821	561	20596-V	162066	In-Service		
	Emergency Services	Truck	Ford	F150	1999	1FTZF1724XNA51419	871	20503-V	137301	Out of Service		
	Planning	Car	Ford	Tarrus	2001	1FAFP53UX1A227988	601	83905-T	92041	IN SERVICE		
	DSS	Car	CHEV	Impala	2008	2G1WB58K489276036	657	NC20675V	222824	High Milage		
	DSS	Car	Ford	Taurus	2002	1FAFP5322A215902	602	NC83906T	159034	OLD		
	Admin	Car	Ford	Taurus	2001	1FAFP53281A192477	#604	83904T	134965	OOS		
	HEALTH	TRUCK - #310	FORD	F150	1993	1FEF15N9PNA71810	310	13374-S	160,238		MOSQUITO TRUCK	
	HEALTH	TRUCK - #308	FORD	F150	2005	1FTRF1229FNB16589	308	20422-V	321,825		MOSQUITO TRUCK	
	Emergency Services	Truck	Chevrolet	2500 HD	2011	1GC1KVCG6BF200742	855	83949-T	104309	In - Service	Emergency Services	Trailer Tow Vehicle
	Emergency Services	Truck	Ford	F-150	2013	1FTFX1EF3DFA06998	873	83865-T	116464	In- Service		

MOTION:

Commissioner McDowell made a motion to approve the auction sale of surplus property, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item # 6b: ANIMAL SERVICE – APPROVAL of HALF-PRICE ADOPTION FEES for AUGUST 2022:

The Animal Services Department requested Board approval. August is clear the shelter month and the Animal Services Department requested to reduce the price of adoption by half in order to increase the number of adoptions during the month of August.

MOTION:

Commissioner Smith made a motion to approve the half-price adoption fees for the month of August, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #7: PUBLIC INPUT:

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

Agenda Item #8: PROCLAMATION – WHITEVILLE HIGH SCHOOL BASEBALL TEAM:

The Commissioners congratulated the Whiteville High School Baseball Team for receiving the 2A State Championship Runner-Up Trophy.

PROCLAMATION CELEBRATING THE WHITEVILLE WOLFPACK BASEBALL TEAM

WHEREAS, the North Carolina High School Athletic Association’s (NCHSAA) mission is to provide governance and leadership for interscholastic athletic programs that support and enrich the education experience

of students guided by the following core values: Sportsmanship, Integrity, Fair Play, Honesty, Respect, Equity, Fair Competition and Development of Student-Athletes.

WHEREAS, athletes, coaches, and parents dedicate hours of their time and energy for practice and travelling for events to improve and strengthen collective talents and ensure the team's success; **and**

WHEREAS, the **WHITEVILLE WOLFPACK BASEBALL TEAM**, through discipline, hard work, team spirit, and genuine love for the game won the 2A East Regional Championship Trophy, defeating North Lenoir; **and**

WHEREAS, the **WHITEVILLE WOLFPACK BASEBALL TEAM**, went on to represent their hometown at the 2022 NCHSAA 2A Baseball State Championships at the Burlington Athletic Stadium. The team put forth amazing effort and secured the 2A State Runner-Up Trophy, making not only their coaches and school proud, but their county as well.

NOW, THEREFORE, BE IT RESOLVED, we the Columbus County Commissioners wish to recognize and show appreciation to the following players and coaches for their amazing accomplishment this season:

Players: Ty Lawson, Kyler Dowless, Tyler Hammonds, Luke Odham, J.T. Todd, Sam Inman, Will Fisher, Grayson Creech, Bud Baldwin, Cody Ethridge, Ashton Hammonds, Matthew Hannah, Thatcher Rooks, Caleb Johnson, Grayson Bell, Josh Harrison

Coach: Turner Brown
Coach: Todd Burney

Coach: Brett Harwood

Coach: Fielding Hammond

ADOPTED this the 1st day of August, 2022.

Columbus County Board of Commissioners

Agenda Item #9: EMPLOYEE SPOTLIGHT – HEATHER WOODY:

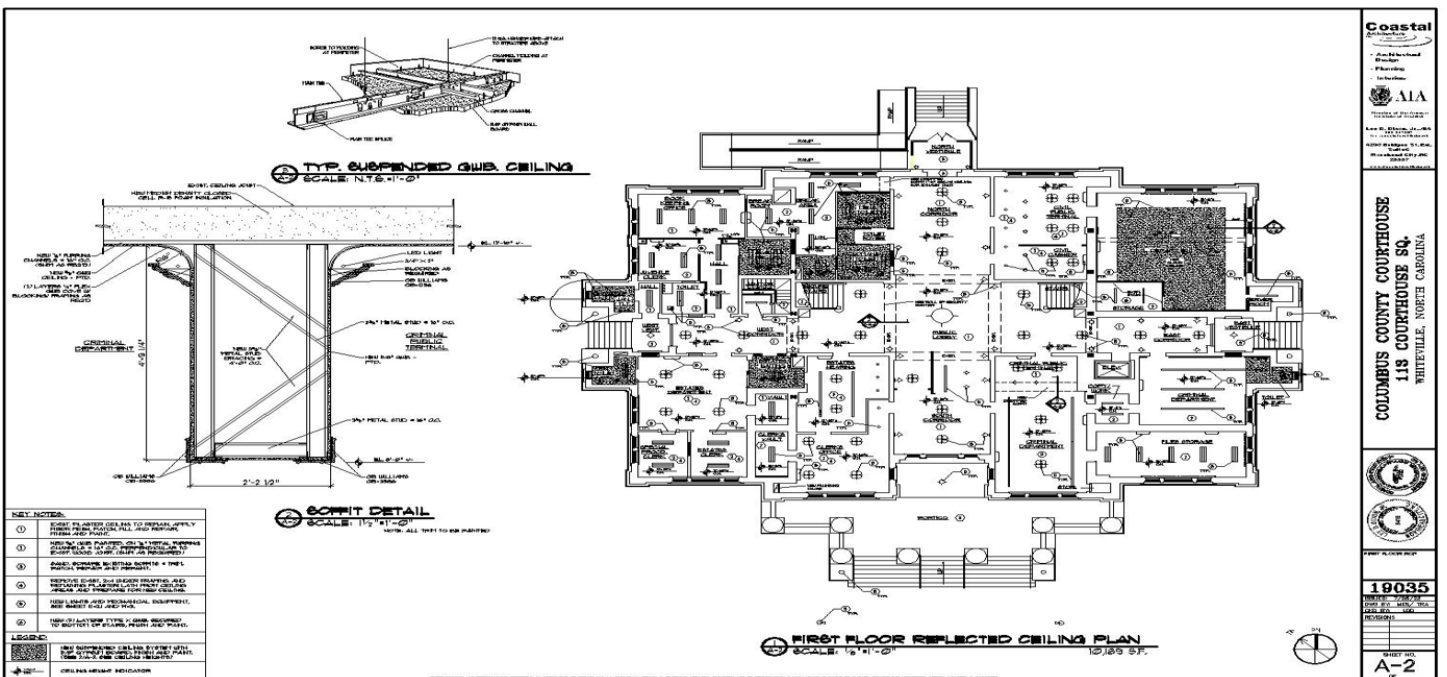
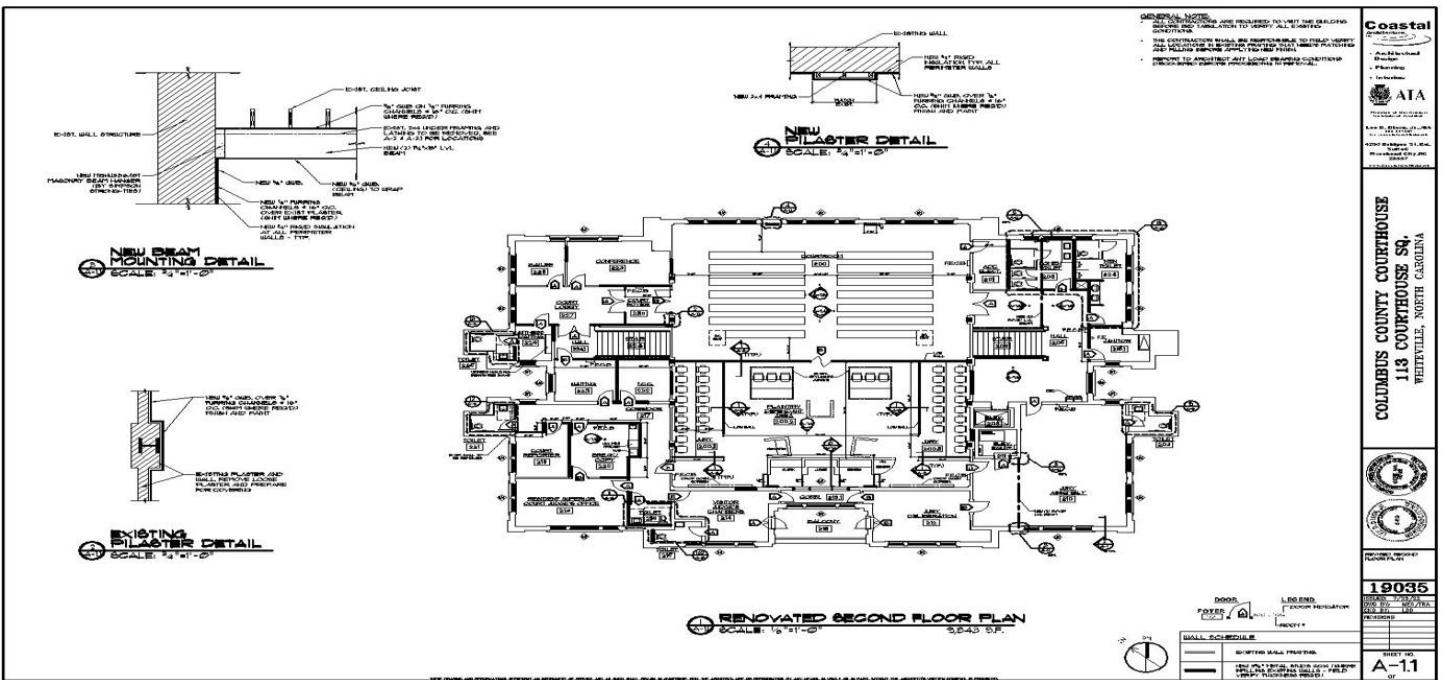
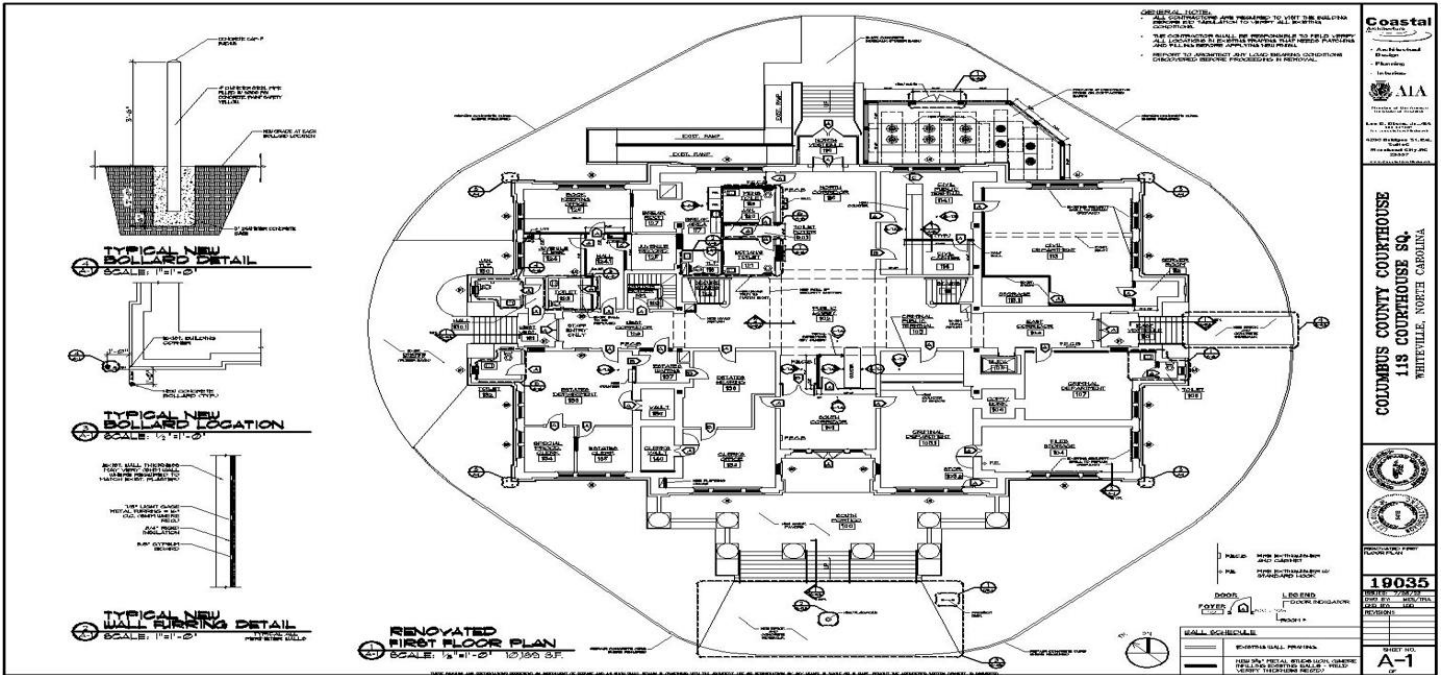
County Manager Eddie Madden spotlighted Columbus County Deputy Director of Finance, Heather Woody.

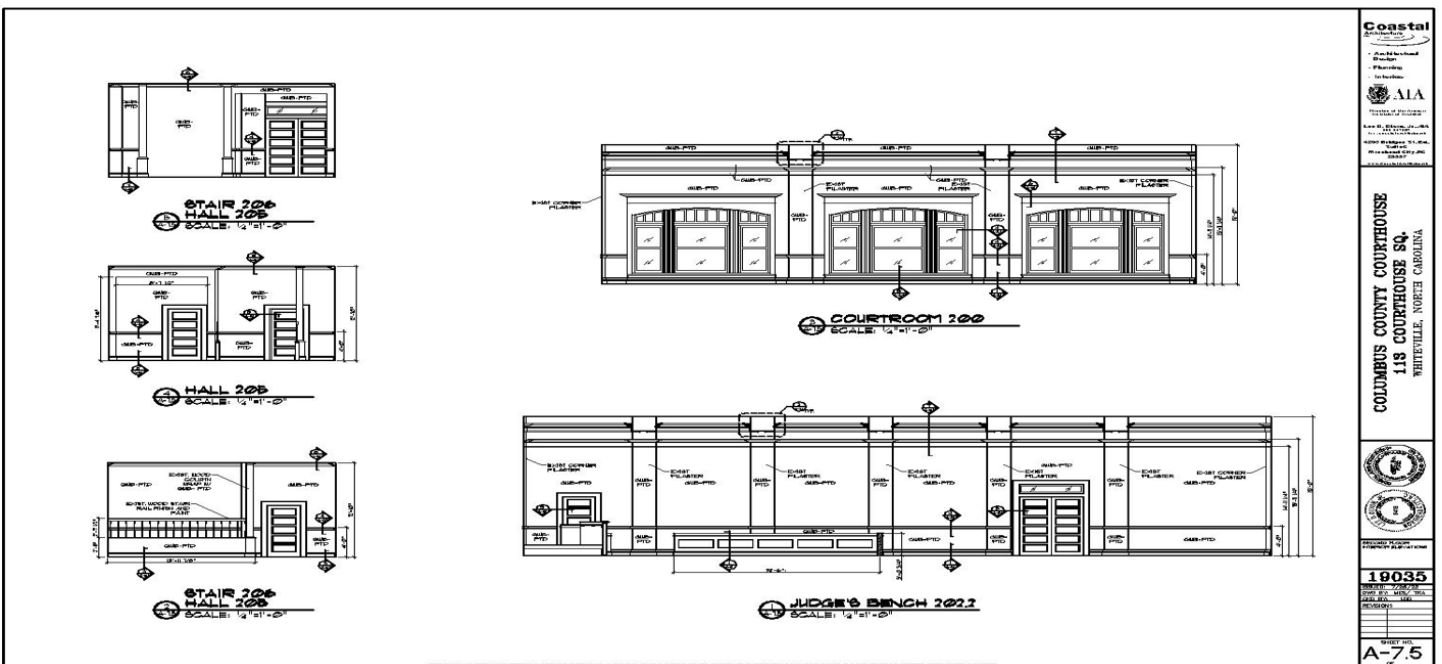
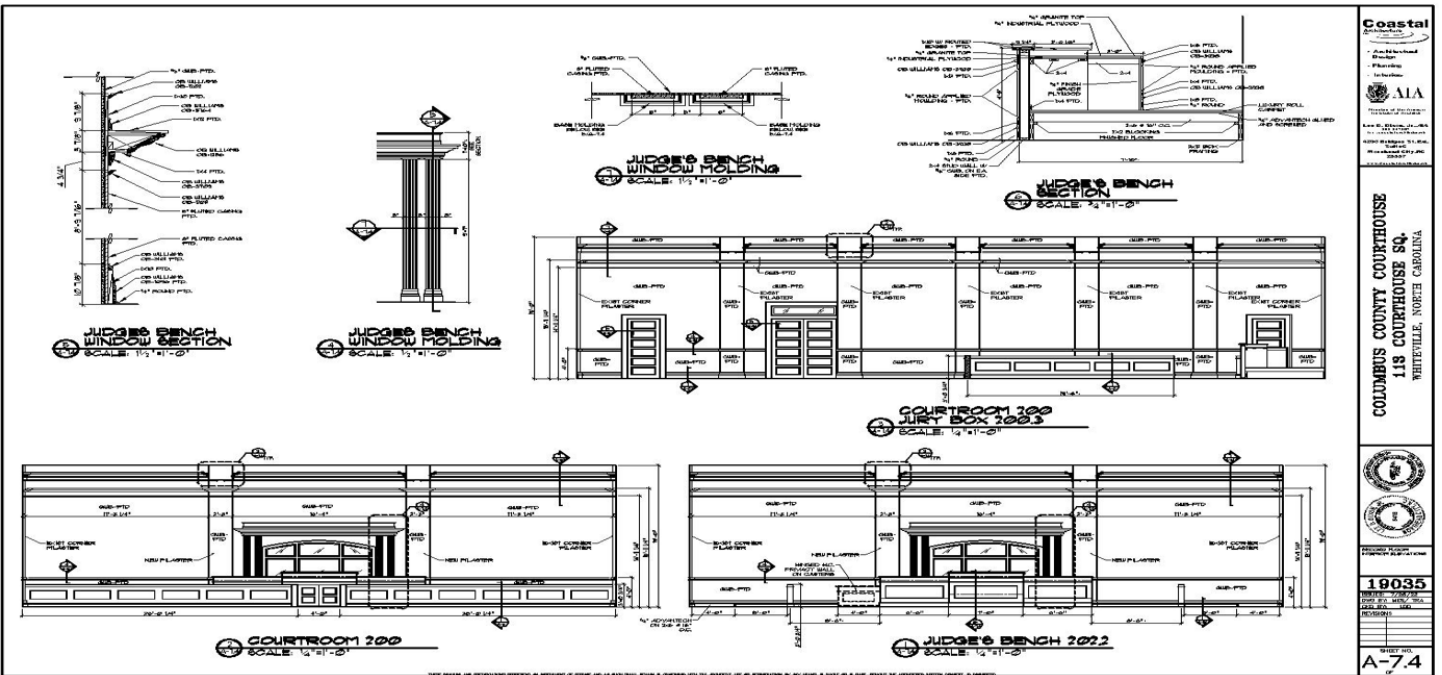
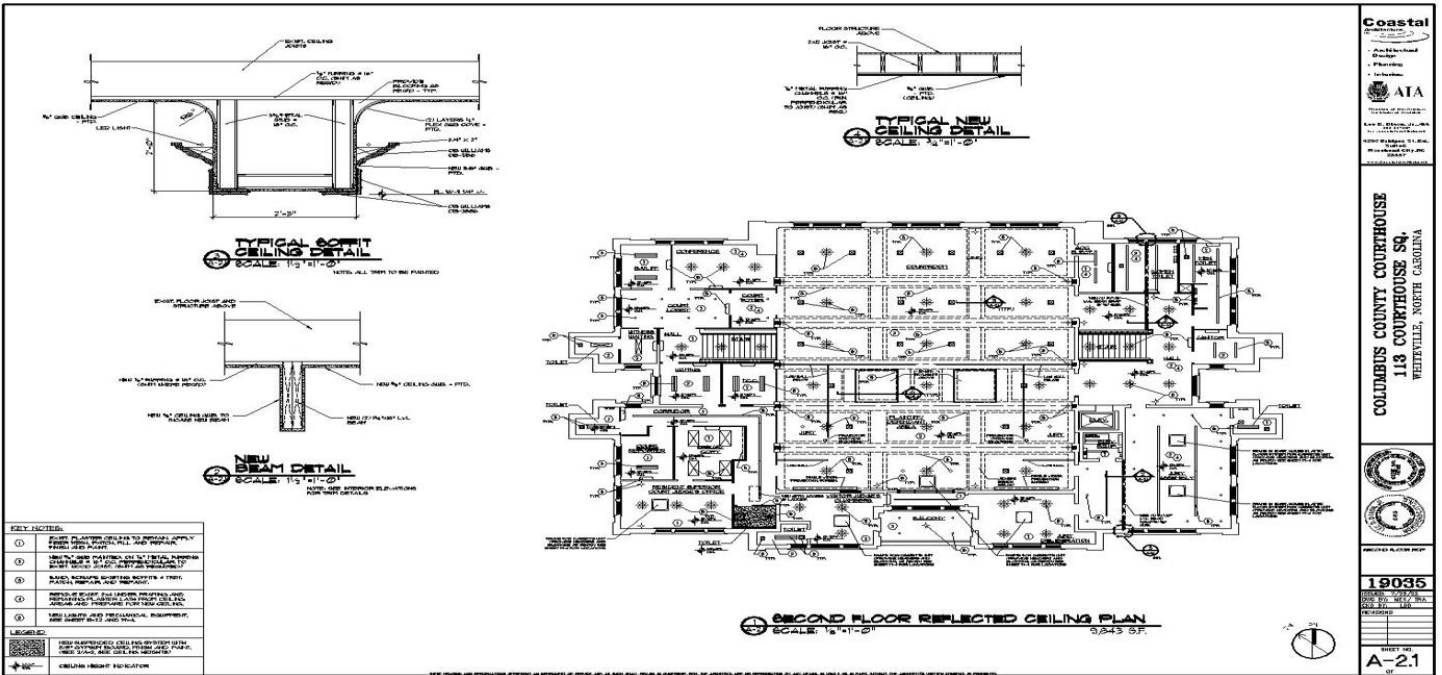
County Manager Eddie Madden stated the following:

- It's my pleasure this evening to recognize Ms. Heather Woody as this evening's Employee Spotlight recipient.
- Heather has worked with the Columbus County Finance Office since 2015 and was recommended for this recognition this evening by Mr. Jay Leatherman.
- Heather serves as the Deputy Director of Finance and we appreciate her service.
- According to Mr. Leatherman, Heather has provided information and guidance to assist and keep the department running efficiently and timely.
- Heather has the primary duty of coordinating the annual budget, the audit process, and preparing the financial statements for the auditors.
- She works well beyond the 40hrs that are required of her to complete her job assignments and assist any departments of the county.
- In addition, Heather volunteered for the public vaccination clinic held a little over a year ago, that took place on her day off from work.
- She is also a member of the teen court advisory council and assists with the annual employee luncheon.
- Heather is very dedicated and reliable and someone I have a lot of confidence in and I know that those that work with her on a regular basis do as well.
- For these and many other reasons we are honored to recognize Heather Woody as tonight's Employee Spotlight recipient.
- We appreciate your hard work and dedication.

Agenda Item #10: ADMINISTRATION – APPROVAL OF DESIGN PLANS FOR HISTORIC COURTHOUSE:

Lee Dixon with Coastal Architecture presented the restoration plans for the Historic Courthouse. County Administration requested Board approval of the plans and to move forward with bidding the project. Superior Court Judge Douglas Sasser and Clerk of Superior Court Jess Hill were in attendance for the presentation





Superior Court Judge Douglas Sasser, stated the following:

- I appreciate all communication from the County Manager, the Administration and Mr. Dixon.
- I am pleased.
- I think you have a good plan and I think it will serve the county well.
- I think it will serve our courtrooms well.

-So again, I just appreciate what you folks have done and thanks for including us in this process and taking our feedback.

Clerk of Superior Court Jess Hill, stated the following:

-You know this is really, in a lot of ways, Columbus County's house and we echo the people who built it years ago.

-The stories are the bricks were kiln in Whiteville and the wood came from Williams Township.

-So, I am glad to see that it will be put back together and utilized again for the county.

-I also just want to echo what Judge Sasser said, it's been a great relationship from the legislature and Representative Jones and the County Commissioners, the County Administration and Lee Dixon; thank you for all of the support you've given us.

-We have just been blessed with a great relationship and I think it's really the spirit of the building.

-It's a meeting place, everybody just coming together to have this building remodeled.

-I've really enjoyed the process and I look forward to working with you all.

MOTION:

Commissioner McDowell made a motion to approve the design plans, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #11: COOPERATIVE EXTENSION – 4-H YOUTH MEMBER, ALEXANDRIA BENTON, WILL ADDRESS THE BOARD OF COMMISSIONERS

Miss Alexandria Benton provided information on North Carolina 4-H and discussed her experiences with the organization. Ms. Nakoma Simmons, 4-H Agent with the Cooperative Extension, was also in attendance.

Agenda Item #12: HEALTH DEPARTMENT – APPROVAL of NEW TOBACCO-FREE POLICY for the COLUMBUS COUNTY HEALTH DEPARTMENT, LOCATED at 304 JEFFERSON STREET, WHITEVILLE, NC 28472:

Kim Smith, Health Director, requested Board approval. Ernest Watts, Region 8 Tobacco Lead, was also in attendance.



North Carolina Standard & Tailored Plan Tobacco-Free Policy Requirement

Tobacco-related policy requirements go into effect on Dec. 1, 2022.

January 25, 2022

This replaces the bulletin published on Sept. 7, 2021, North Carolina Standard & Tailored Plan Tobacco-Free Policy Requirement (<https://medicaid.ncdhhs.gov/blog/2021/09/07/north-carolina-standard-tailored-plan-tobacco-free-policy-requirement>)

Tobacco-related policy requirements for Standard Plans and Tailored Plans contracted medical, behavioral health, intellectual/developmental disabilities (I/DD), and traumatic brain injury (TBI) service providers will be effective Dec. 1, 2022. These requirements will apply to both Medicaid and state-funded service providers. The Department will work with the Standard Plans and Tailored Plans to include these requirements, as appropriate, in advance of Dec. 1, 2022.

Secondhand smoke is a well-documented danger to health. No one should be exposed to secondhand smoke when they access care or on the job. Research shows that most people who use tobacco want to quit. An environment free from triggers to use tobacco products is necessary to support service recipients whose goal is to become tobacco free. People with behavioral health disorders die disproportionately from tobacco-related illness. Among people who try to become tobacco free, only a small minority receive evidence-based care to assist them.

Therefore, starting Dec. 1, 2022, NC Medicaid Managed Care Standard plans and Tailored Plans will require contracted providers, not including retail pharmacies, and with the exception of the residential provider facilities noted below, to implement a tobacco-free policy covering any portion of the property on which the participating provider operates that is under its control as owner or lessee, to include buildings, grounds, and vehicles.

A tobacco-free policy includes a prohibition on smoking combustible tobacco products and the use of non-combustible tobacco products, including electronic, heated, and smokeless tobacco products, and/or nicotine products that are not approved by the FDA as tobacco treatment medications, as well as, prohibiting participating providers from purchasing, accepting as donations, and/or distributing tobacco products to the individuals they serve.

Intermediate care facilities for individuals with intellectual disabilities (ICF-IID) and I/DD residential services subject to the Home and Community Based Services (HCBS) Final Rule are exempt from this requirement. However, starting Dec. 1, 2022, the following policies shall be required in these settings:

1. Indoor use of tobacco products shall be prohibited in all provider owned/operated contracted settings.
2. For outdoor areas of campus, providers shall:
 - Ensure access to common outdoor space(s) that are free from exposure to tobacco use; and
 - Prohibit staff/employees from using tobacco products anywhere on campus.

As part of policy implementation, Standard Plan and Tailored Plan contracted service providers should integrate tobacco use treatment and support into all settings. Evidence-based tobacco use treatment is defined as a combination of FDA approved medications and counseling.

To support this policy change, the North Carolina Division of Public Health Tobacco Prevention and Control Branch partners with the Division of Mental Health/Developmental Disabilities/ Substance Abuse Services and the Division of Health Benefits to coordinate Breathe Easy NC: Becoming Tobacco Free (<https://breatheeasync.org/>).

Breathe Easy NC: Becoming Tobacco Free is a statewide initiative to support people with behavioral health conditions and I/DD/TBI in becoming tobacco free, by working with service providers to integrate tobacco use treatment and make campuses tobacco free.

- Standard Plan and Tailored plan contracted service providers should make use of this resource to ensure they have a transparent, well-organized, and evidence-based tobacco-free policy and tobacco use treatment implementation process.
- Making an organization's campus tobacco-free is a process that should involve all organization stakeholders: service recipients or clients, leadership, and staff. Implementing a tobacco-free policy can take 3-6 months, occasionally longer.
- Providers should integrate tobacco use treatment or referrals to tobacco use treatment resources, such as QuitlineNC, prior to policy implementation.

Providers can visit BreatheEasyNC.org (<https://breatheeasync.org/>) for technical assistance and training on tobacco-free policy implementation and evidence-based tobacco use treatment or contact their county's regional or local tobacco control staff directly (<https://breatheeasync.org/north-carolina-regions/>). They can assist with every step of this process.

If you have any questions, check out these Frequently Asked Questions (FAQ) webpages from Breathe Easy NC (<https://breathe easync.org/>):

- NC Standard and Tailored Plan Tobacco-Free Requirement FAQ for Behavioral Health & Medical Provider Agencies (<https://breathe easync.org/faq-for-behavioral-health-medical-provider-agencies/>)
- NC Standard and Tailored Plan Tobacco Related Policies FAQ for Organizations that Serve People with I/DD or TBI (<https://breathe easync.org/faq-for-organizations-idd-tbi/>)
- NC Standard and Tailored Plan Tobacco-Free Requirement FAQ for Clients, Families and Staff (<https://breathe easync.org/faq-clients-families-staff/>)

For additional questions, please contact Stephanie Gans at stephanie.gans@dhhs.nc.gov (<mailto:mailto:stephanie.gans@dhhs.nc.gov>).

This blog is related to:

Bulletins

(https://medicaid.ncdhhs.gov/blog?field_blog_category_target_id=290)

All Providers

(https://medicaid.ncdhhs.gov/blog?field_blog_terms_target_id=289)

Medicaid Managed Care

(https://medicaid.ncdhhs.gov/blog?field_blog_terms_target_id=365)

Behavioral Health Providers

(https://medicaid.ncdhhs.gov/blog?field_blog_terms_target_id=325)

Related Articles

Prior Authorizations End-dated When a Beneficiary Transitions to Managed Care

(<https://medicaid.ncdhhs.gov/blog/2022/05/24/prior-authorizations-end-dated-when-beneficiary-transitions-managed-care>)

Reminder: Orthotics and Prosthetics Providers Must Include Modifier for Appropriate HCPCS Codes

(<https://medicaid.ncdhhs.gov/blog/2022/05/24/reminder-orthotics-and-prosthetics-providers-must-include-modifier-appropriate-hcpcs-codes>)

Outpatient Specialized Therapies Prior Authorization (PA) Update

(<https://medicaid.ncdhhs.gov/blog/2022/05/24/outpatient-specialized-therapies-prior-authorization-pa-update>)

SPECIAL BULLETIN COVID-19 #249: Pfizer-BioNTech Vaccine Booster Dose for Children Age 5 through 11 (<https://medicaid.ncdhhs.gov/blog/2022/05/24/special-bulletin-covid-19-249-pfizer-biontech-vaccine-booster-dose-children-age-5-through-11>)

New Billing Codes for Social Drivers of Health (<https://medicaid.ncdhhs.gov/blog/2022/05/20/new-billing-codes-social-drivers-health>)

SPECIAL BULLETIN COVID-19 #248: Telehealth Flexibilities for Occupational and Physical Therapies (<https://medicaid.ncdhhs.gov/blog/2022/05/20/special-bulletin-covid-19-248-telehealth-flexibilities-occupational-and-physical-therapies>)

[Shared/Split Evaluation and Management Visits \(https://medicaid.ncdhhs.gov/blog/2022/05/17/sharedsplit-evaluation-and-management-visits\)](https://medicaid.ncdhhs.gov/blog/2022/05/17/sharedsplit-evaluation-and-management-visits)

[Updates to Clinical Coverage Policy 5A-3, Nursing Equipment and Supplies \(https://medicaid.ncdhhs.gov/blog/2022/05/17/updates-clinical-coverage-policy-5a-3-nursing-equipment-and-supplies\)](https://medicaid.ncdhhs.gov/blog/2022/05/17/updates-clinical-coverage-policy-5a-3-nursing-equipment-and-supplies)

[Billing Requirement Modifications Due to COVID-19 to Expire \(https://medicaid.ncdhhs.gov/blog/2022/05/17/billing-requirement-modifications-due-covid-19-expire\)](https://medicaid.ncdhhs.gov/blog/2022/05/17/billing-requirement-modifications-due-covid-19-expire)

[Verifying Provider Information \(NPI+Location Code\) in NCTracks \(https://medicaid.ncdhhs.gov/blog/2022/05/17/verifying-provider-information-npilocation-code-nctracks\)](https://medicaid.ncdhhs.gov/blog/2022/05/17/verifying-provider-information-npilocation-code-nctracks)

[Lutetium Lu 177 Vipivotide Tetraxetan Injection, for Intravenous Use \(Pluvicto™\) HCPCS Code A9699: Billing Guidelines \(https://medicaid.ncdhhs.gov/blog/2022/05/10/lutetium-lu-177-vipivotide-tetraxetan-injection-intravenous-use-pluvictotm-hcpcs-code-a9699-billing\)](https://medicaid.ncdhhs.gov/blog/2022/05/10/lutetium-lu-177-vipivotide-tetraxetan-injection-intravenous-use-pluvictotm-hcpcs-code-a9699-billing)

[Kit for the Preparation of Gallium Ga 68 Dotatate Injection, for Intravenous Use \(Netspot®\) HCPCS Code A9587: Billing Guidelines \(https://medicaid.ncdhhs.gov/blog/2022/05/10/kit-preparation-gallium-ga-68-dotatate-injection-intravenous-use-netspot-hcpcs-code-a9587-billing\)](https://medicaid.ncdhhs.gov/blog/2022/05/10/kit-preparation-gallium-ga-68-dotatate-injection-intravenous-use-netspot-hcpcs-code-a9587-billing)

[Kit for the Preparation of Gallium Ga 68 Gozetotide Injection, for Intravenous Use \(Locametz®\) HCPCS Code A9597: Billing Guidelines \(https://medicaid.ncdhhs.gov/blog/2022/05/10/kit-preparation-gallium-ga-68-gozetotide-injection-intravenous-use-locametzr-hcpcs-code-a9597\)](https://medicaid.ncdhhs.gov/blog/2022/05/10/kit-preparation-gallium-ga-68-gozetotide-injection-intravenous-use-locametzr-hcpcs-code-a9597)

[Gadoterate Meglumine Injection, for Intravenous Use \(Clariscan™\) HCPCS Code A9575: Billing Guidelines \(https://medicaid.ncdhhs.gov/blog/2022/05/10/gadoterate-meglumine-injection-intravenous-use-clariscantm-hcpcs-code-a9575-billing-guidelines\)](https://medicaid.ncdhhs.gov/blog/2022/05/10/gadoterate-meglumine-injection-intravenous-use-clariscantm-hcpcs-code-a9575-billing-guidelines)

[Free Dental Continuing Education Credits \(https://medicaid.ncdhhs.gov/blog/2022/05/10/free-dental-continuing-education-credits\)](https://medicaid.ncdhhs.gov/blog/2022/05/10/free-dental-continuing-education-credits)

**Columbus County Policy and Procedure
Alcohol, Drug, and Smoke Free Workplace**

Policy Title:	Alcohol, Drug, and Tobacco Free Workplace		
Program Area:	All Areas		
Policy Identifier: (optional)	Administrative	Effective Date:	6, 2006
Approval Date:	11/01/2013	Revision Date(s):	9/17/2009, 11/01/2013, 10/22/2018, 06/01/2022
Approved by:	Kim Smith RN, BSN, MSHCA, Health Director		
Approved by:	Patti Nance RN, MSN, Director of Nursing		
Purpose:	Management of Columbus County Health Department is committed to providing an alcohol, drug, and tobacco free workplace. This document establishes agency policy and procedures for staff that are responsible for insuring that the letter and spirit of this commitment are communicated and implemented in our agency.		
Definitions:	<ol style="list-style-type: none"> I. The Following are prohibited on department premises and workplaces while conducting <ol style="list-style-type: none"> A. The unlawful manufacture, distribution, dispensation, sale, possession or use of controlled substances. B. The unlawful manufacture, possession, sale, distribution or delivery of Drug Paraphernalia The following are prohibited on department premises C. Use of alcoholic beverages. <p>Any violation of A through C shall be considered unacceptable personal conduct and <i>shall be grounds for disciplinary action up to and including dismissal.</i></p>		

1. Impaired behavior and or diminished performance on the job resulting from the use of alcohol or any controlled substance shall be considered unacceptable personal conduct and shall be grounds for disciplinary action up to and including dismissal.
2. The agency will report violations of criminal drug statutes occurring in the workplace to the appropriate law enforcement officials.
3. All employees have a responsibility to report observed and suspected violations of this policy to their supervisor or department management.

Responsibilities:

All Columbus County Health Department Staff and visitors.

**Columbus County Policy and Procedure
Alcohol, Drug, and Smoke Free Workplace**

Procedures:

The following procedures apply when a supervisor has reasonable cause to believe an employee is in violation of the Agency's Alcohol, Drug, and Tobacco Free Workplace Policy.

1. Review the circumstances and actions, which are the basis for the reasonable cause with the agency director or his designee.
2. If the situation warrants, the employee may be suspended for investigatory purposes in accordance with established policy.
3. In cases, which involve possible manufacture, distribution, dispensing, selling, or possession of controlled substances at the workplace, the agency director or designee should contact the local law enforcement agency and State Bureau of Investigation for assistance.
4. Document the situation as fully as possible and utilize others as witnesses to the extent practical. Documentation should include specific dates, times, people involved, behavior, reactions, overall performance and a general discussion of the circumstances. Be sure to allow the employee an opportunity to respond to the results of the investigation. When the investigative finding warrants disciplinary actions, follow applicable policy and procedures.

Smoking and Use of Tobacco Products or Vapor Cigarettes

Employees and county citizens are not permitted to use smoking combustible tobacco products and/or the use of non-combustible tobacco products, including electronic, heated, and smokeless tobacco products, and/or nicotine products that are not approved by the FDA as tobacco treatment medications in as designated Columbus County Health Department buildings, grounds, and vehicles. As required, starting Dec. 1, 2022, NC Medicaid Managed Care Standard plans and Tailored Plans require contracted providers such as the Columbus County Health Department, to have a tobacco-free policy covering any portion of the property on which the participating provider operates that is under its control as owner or lessee, to include buildings, grounds, and vehicles. (<https://medicaid.ncdhhs.gov/blog/2022/01/25/north-carolina-standard-tailored-plan-tobacco-free-policy-requirement>)

A tobacco-free policy includes a prohibition on smoking combustible tobacco products and the use of non-combustible tobacco products, including electronic, heated, and smokeless tobacco products, and/or nicotine products that are not approved by the FDA as tobacco treatment medications, as well as, prohibiting participating providers from purchasing, accepting as donations, and/or distributing tobacco products to the individuals they serve.

Failure to adhere to this policy results in disciplinary action. All employees have the responsibility to report observed violations of this policy to the Health Director. If you do smoke or use other forms of tobacco, we encourage you to stop, not only for your own health and well-being but also for that of your family and friends. With this policy, Columbus County Health Department fulfills the Public Law 103227, Part C-Environmental Tobacco Smoke Act of 1994.

**Columbus County Policy and Procedure
Alcohol, Drug, and Smoke Free Workplace**

Definitions

1. Reasonable Cause/Suspicion

Reasonable Cause/ Suspicion means an expressible belief based on specific objective facts and rational inferences drawn from those facts that an employee has consumed or is under the influence of alcohol or drugs while at work. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- A. Observable occurrences, such as direct observation of alcohol or drug use and/or the physical symptoms of being under the influence of alcohol *or* drugs.
- B. A report of alcohol or drug use, by *an* employee while at work, provided by a reliable and credible source.
- C. A pattern of unexplained preventable accidents and/or information based on specific objectives facts that an employee has caused, or contributed to an accident at work or while conducting agency business while under the influence of alcohol or drugs.
- D. Evidence that an employee is involved in the unauthorized manufacture, distribution dispensation, possession, sale or use, of alcohol or drugs while working or while on the County's premises or operating a County vehicle, machinery or equipment or while conducting agency business.
- E. Combative, abusive, violent or disruptive behavior (verbal or physical)
- F. Erratic behavior/mood swings.
- G. Relevant body or breath odors;
- H. Focus of investigation, arrest or conviction for drug related offense.
- I. A pattern of excessive absenteeism, tardiness or deterioration in work performance in combination with an observable occurrence as described above.

Disciplinary Notice

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the applicant/grantee certifies that it

**Columbus County Policy and Procedure
Alcohol, Drug, and Smoke Free Workplace**

will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

**Columbus County Policy Prohibiting Smoking and User of Tobacco Products in
County-Owned Buildings**

Laws and Rules:

Public Law 103-227

Reference(s):

DISCUSSION:

Commissioner Byrd: Ms. Kim, are you saying that Wilson County and Wayne County and other counties further up in the state, that are now growing all the tobacco, voted for this?

Ernest Watts: That's part of the contract with the five managed care Medicaid services that you signed with. You have to be tobacco free by December 1, 2022.

Commissioner Byrd: Have they already acted?

Ernest Watts: Some of them are in action. I am more familiar with my region and as of today Brunswick County initiated that policy for their health department. Robeson and Onslow are looking into going tobacco free for the entire county. The only requirement under managed care is that any Medicaid receiving funding mechanism that signed the contract, there will be a codicil added that before December 1st you have to be tobacco free, buildings and grounds.

Commissioner Byrd: What about all of the Golden Leaf funds that come in? That's tobacco money.

Ernest Watts: Actually, the Tobacco Leaf funds, according to the Attorney General, comes from the Tobacco Settlement of 2000 when the tobacco companies had to pay back all the funding they received, so that money comes from tobacco grants, it does not come from the tobacco companies.

Commissioner Byrd: It's hard to believe Wilson and Wayne and those counties would do anything against tobacco because it's their livelihoods.

Chairman Bullard: But, you'll lose thousands of dollars from Medicaid if you don't implement it.

Commissioner Coleman: A vehicle cannot come on the grounds with tobacco on it?

Ernest Watts: Only the vehicles owned by the county themselves, private citizens will be able to smoke in their own cars because they're technically not on the grounds, they're in their vehicle.

Commissioner Watts: What about an employee?

Ernest Watts: This is for any county vehicle, but if it's an employee in their private vehicle, they can.

Director Kim Smith: Currently I have three employees that smoke. I have sat down with each one of them and they want to continue to be employed, so they are starting to try and kick the habit.

Commissioner Watts: So, to be employed are you saying that if they want to go to their car and smoke a cigarette they'll lose their job by doing this?

Ernest Watts: There is no tobacco police. This is just a jurisdiction when Medicaid comes and visits the five firms that you're contracted with. We're not telling people they can't smoke; we're just telling them that they can't smoke on the grounds or in the building. If they want to get in their vehicle and go somewhere else or go smoke in their vehicle, this is not a hardcore rule. They should be able to smoke in their private vehicle. Public vehicles, owned by the county itself and under the jurisdiction of the health department would have to be tobacco free.

Commissioner McDowell: It would be like the hospital policy years ago where if they wanted to smoke they just simply walked out to the sidewalk.

MOTION:

Commissioner McDowell made a motion to approve the tobacco free policy, seconded by Vice Chairman McMillian. A roll call vote was taken with the following results:

AYES: Chairman Bullard, Vice Chairman McMillian, Commissioners Coleman, McDowell and Smith; **and**

NAYS: Commissioners Byrd and Watts

The motion passes on a five (5) to two (2) vote.

Commissioner Byrd: My explanation is that I would like to see it in writing from Wilson and Wayne counties and other counties to see the steps they took.

Agenda Item #13: Health Department – Update on COVID-19 and Monkey Pox:

Kim Smith, Director, provided the Board with an update on COVID-19 and Monkey Pox.

Agenda Item #14: Administration – Approval of North Carolina Housing Finance Agency 2022 Essential Single Family Rehabilitation Loan Pool Program (ESFRLP) Assistance Policy, Disbursement & Procurement Policy, Language Access Plan, The Adams Company Service Agreement and Project Ordinance:

Gail Edwards, Assistant County Manager, requested Board approval.

Columbus County
Assistance Policy
 For the 2022 Cycle of the
 Essential Single-Family Rehabilitation Loan Pool

What is the Essential Single-Family Rehabilitation Loan Pool?

Columbus County has been awarded Membership by the North Carolina Housing Finance Agency ("NCHFA") under the 2022 Cycle of the Essential Single-Family Rehabilitation Loan Pool ("ESFRLP"). This program provides Members with funds via a "loan pool" to assist with the rehabilitation of moderately deteriorated homes that are owned and occupied by lower-income, special need households. ESFRLP assists eligible households by facilitating aging in place, meeting minimum housing code requirements, promoting long-term affordability, lowering operating costs, and stabilizing pre-1978 homes that include children aged 6 or under whose health is threatened by the presence of lead hazards.

Columbus County has been allocated an initial set-aside of \$162,000 which it plans to apply toward the rehabilitation of three houses in Columbus County. After demonstrating successful use of this allocation, the County may access additional funds, when available, on a unit-by-unit basis from the ESFRLP loan pool to assist additional homes.

This Assistance Policy describes who is eligible for assistance under ESFRLP, how applications for assistance will be ranked, what the terms of assistance are, and how the rehabilitation process will be managed. Columbus County has designed the ESFRLP project to be fair, open and consistent with its approved application for funding and with ESFRLP Program Guidelines.

The funds provided by NCHFA come from the US Department of Housing and Urban Development's (HUD) Federal HOME Investment Partnerships Program. Assistance for construction-related costs (hard costs) will be provided as no interest, no payment loans which are forgiven at the rate of \$8,000 per year. Non-construction-related costs (soft costs including lead/asbestos inspections/clearances, radon testing and environmental reviews) will be provided in the form of a grant.

EMERGENCY and HEALTH Notifications: Due to the current COVID-19 pandemic, increased awareness of the need to protect County representatives and the homeowners they serve from various health related exposures has become more apparent than ever. Homeowners participating in the ESFRLP program must agree to follow all local, state and federal guidelines for emergency preparedness surrounding the COVID-19 pandemic and any other emergency declared that includes their property address for the duration of construction on the property.

Who is Eligible to Apply?

There are four major requirements to be eligible for ESFRLP assistance:

- 1) The housing unit to be rehabilitated with ESFRLP funds must be located in Columbus County, and must be owner-occupied. The household occupying the unit must have an elderly, disabled and/or veteran (see definitions) fulltime household member or a child aged 6 or under threatened by lead hazards in the home;
- 2) The gross annual household income must not exceed 80% of the Area Median Income for the County (see income limit table on page 4) and;

- 3) The cost of rehabilitation cannot exceed the ESFRLP Program limit of \$40,000 and must include all Essential Rehabilitation Criteria as described in the ESFRLP Administrator's Manual for the 2022 Cycle (available online at www.NCHFA.com).
- 4) The property owner must be free of any delinquent property taxes.

Unfortunately, not all homes can be rehabilitated to meet the Essential Rehabilitation Criteria with the limited funding available. Some otherwise-eligible households may be deemed ineligible for assistance because their homes fail this test.

What Types of Houses Are Eligible?

Properties are eligible only if they meet all of the following requirements:

- The property must require at least \$5,000 of improvements to meet the more stringent of either the ESFRLP Property Standards or the local building inspection code.
- Site-built and off frame modular units listed as real property are eligible for assistance. Manufactured housing is eligible for assistance if the foundation and utility hookups are permanently affixed including removal of all transporting equipment (e.g. wheels, axles, tongue) and installation of a masonry foundation and tie-downs.
- No more than fifty percent (50%) of the total area of the unit may be used for an office or business (e.g. day care, hair salon, room rental, etc.). Program funds may only be used to improve the residential exterior, interior and systems portion of mixed-use buildings.
- The property must be free of environmental hazards and other nuisances as defined by all applicable codes or regulations, or any such hazards or nuisances must be corrected as part of the rehabilitation of the home. Columbus County's Rehabilitation Specialist will determine the presence of any known environmental hazards/nuisances on the site and if they can be removed through rehabilitation.
- Properties cannot be located in the right-of-way of any impending or planned public improvements. Columbus County staff will assist in making this determination.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. If needed, the Rehabilitation Specialist will work with the homeowner to make this determination.
- The property may be located in the 100-year flood plain if the lowest finished floor level (verified by an elevation certificate provided by the homeowner) is above the base flood elevation and the property will be covered by flood insurance. The property must comply with Columbus County's flood plain ordinance. All things considered equal, properties located outside the 100-year flood plain will be given priority over properties located in the 100-year flood plain. The Rehabilitation Specialist will work with Columbus County to verify whether the home is in the flood plain.
- Properties that have a known infestation of bed bugs, fleas, mites or any other ectoparasites will not be evaluated until the infestation has been eliminated.
- If any ESFRLP Program representative for the County suspects that the home is being used for criminal activity or the homeowners are engaging in criminal activity, the household will not be served. Properties that have been approved will be removed from the program if criminal activity is suspected. Homeowners that disagree with this decision must employ the complaint process outlined in the Assistance Policy.
- The property cannot have been repaired or rehabilitated with public funding of \$30,000 or more within the past 10 years without NCHFA approval.

**2022 Income Limits for Columbus County's
Essential Single-Family Rehabilitation Loan Pool**

Number in Household	30% of Median Income	50% of Median Income	80% of Median Income
1	\$13,750	\$22,900	\$36,650
2	\$15,700	\$26,200	\$41,850
3	\$17,650	\$29,450	\$47,100
4	\$19,600	\$32,700	\$52,300
5	\$21,200	\$35,350	\$56,500
6	\$22,750	\$37,950	\$60,700
7	\$24,350	\$40,550	\$64,900
8	\$25,900	\$43,200	\$69,050

*Income limits are subject to change based on annually published HUD HOME Income Limits. This update will not require a re-approval by the governing authority.

How are applications ranked?

There are many more ESFRLP-eligible households (with eligible houses) than can be assisted with the available funds. Therefore, Columbus County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicant will receive points for falling into certain categories. Applications will be ranked according to which receive the most points. If there are more eligible applicants with eligible houses than can be treated with existing funding, Columbus County may be able to treat additional houses with unrestricted pool funds. Pool applicants will come from the original applicant list and be considered according to which household received the most points. If alternate pool applicants are not identified on the original applicant list and must be solicited, the solicited, eligible, pool applicants will be selected on a first come, first to qualify, first served basis.

**Priority Ranking System for Columbus County's
2022 Essential Single-Family Rehabilitation Loan Pool**

<i>Emergency Need</i>	<i>Points</i>
Threat of imminent eviction/removal; must meet Special Need(s) & income requirements; applications received at any time	8
<i>Special Needs (for definitions, see below)</i>	<i>Points</i>
Household with a child under age 6 with lead hazards in the home	4
Elderly Household (62 or older)	4
Disabled	4
Veteran Household	4
Multiple Disabled, Elderly or Veteran Household Members (more than 1)	4
<i>Income (See Income Table above)</i>	<i>Points</i>
Less than 30% of County Median Income	4
30% to 50% of County Median Income	4
50% to 80% of County Median Income	4

Definitions under ESFRLP are:

- *Elderly*: An individual aged 62 or older.
- *Disabled*: A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a document of such impairment, or is regarded as having such an impairment
- *Head of Household*: The person or persons who own(s) the house.
- *Household Member*: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant*: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of household) who has resided in the dwelling unit for at least 3 months prior to the submission of the family’s application.
- *Veteran*: A person who is a military veteran, is defined as one who served in the active military, naval, or air service (i.e. Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration or its predecessors), and who was discharged or released there from under conditions other than dishonorable. Provide DD-214 form to demonstrate.
- *Emergency*: A situation in which a household member has an immediate threat of being evicted or removed from a home due to health or safety issues within a time frame that the program can complete a repair to stop eviction or removal. These applications will be received at any time during the funding cycle and elevated based on the ability of the program to complete the work in a timely manner that meets the goal of assisting homeowners to remain in their home. This may be documented with a doctor’s letter or eviction notice.

Recipients of assistance under ESFRLP will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

What Are the Terms of Assistance Under ESFRLP?

The form of ESFRLP assistance is a 0% interest, forgivable loan covering the hard costs associated with the rehabilitation of the home and a grant for the soft costs. These will be two separate documents or sets of documents.

The Loan: NCHFA will create loan documents for the homeowner(s) including a Promissory Note and Deed of Trust covering hard costs for the rehabilitation in an amount not to exceed \$40,000. This loan covering the hard costs remains 0% interest and forgivable at \$8,000 per year for as long as the owner resides in the home or until the balance is reduced to \$0. The term of the loan is dependent upon the loan amount and the number of years it takes to bring the balance of the loan to \$0 when forgiven at \$8,000 per year. For example, if the amount of the loan is \$37,452, then the term is 5 years (\$32,000 forgiven over the first 4 years and \$5,452 forgiven at the end of the 5th year). The maximum term of the typical loan will be five years.

As long as the borrower lives in the home, no payments on the loan will be required. If the recipient prefers, the loan can be paid off at any time to NCHFA, either in installments or as a lump sum payment. Furthermore, under certain circumstances NCHFA may allow assumption

or refinancing of the loan. Should an heir inherit the property and choose to live in the house as their permanent residence, they may assume the loan without being income eligible. However, the lien remains on the property as per the original loan terms. A buyer who may wish to buy the property to live in may assume the loan so long as they can document that they are income-eligible ($\leq 80\%$ AMI). Default can occur if the property is sold or transferred to another person and/or if the borrower fails to use the home as a principal residence, without prior written approval of the North Carolina Housing Finance Agency.

The Grant: To pay for soft costs including application outreach/intake/management, environmental reviews/inspections/testing and project assessment/documentation/estimating/bidding, NCHFA will create a Grant Agreement not to exceed \$10,000. The grant has no repayment or recovery terms.

What Kinds of Work Will Be Done?

Each house selected for assistance must be rehabilitated to meet ESFRLP Rehabilitation Criteria. That means every house must, upon completion of the rehabilitation:

- meet the more stringent requirements of either NCHFA's Essential Property Standard or Columbus County's Building Code. These are "habitability standards" which set minimum standards for decent, safe and sanitary living conditions. Additionally, the home must meet applicable Lead-Based Paint regulations 24 CFR part 35.
- retain no "imminent threats" to the health and safety of the home's occupants or to the home's "structural integrity". (An example of an imminent threat to occupants as well as to the home's structural integrity is an infestation of insects or a crawlspace that is too damp).

These requirements are spelled out in full in the ESFRLP Administrator's Manual which you may view, at reasonable times, upon request, at the Community Development office of Columbus County or anytime online at www.NCHFA.com.

In addition to the above items that must be done to satisfy NCHFA requirements, the scope of work may include approved items meant to reduce future maintenance and operational costs or to further protect homes from natural disasters and/or home modifications designed to enable greater accessibility for household members to function more independently as they age.

Once the rehabilitation is complete, major systems in the home that, with reasonable maintenance and normal use, should be capable of lasting another 5 years include: structural support, roofing, cladding and weatherproofing, plumbing, electrical and heating/cooling systems.

Of course, contractors performing work funded under ESFRLP are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to meet NC State Residential Building Code standards. (This does not mean, however, that the whole house must be brought up to current Building Code Standards.) Upon the date of approval by Columbus County of the contractor's request for final payment, a one-year warranty on all materials and workmanship will begin.

What About Lead-based Paint?

Until it was discovered to be a health hazard, lead was used for centuries to make house paints. Now we know that lead exposure is a serious problem for everyone and especially small children. Selling lead paint was outlawed in 1978, but many older buildings still contain lead paint and children are still being poisoned.

Under ESFRLP, a lead hazard evaluation must be performed on every home selected for rehabilitation that was built before 1978. The specific type of evaluation and the appropriate lead hazard reduction work performed will depend on the total amount of Federal funds used to rehabilitate the home, as per 24 CFR part 35. If required, lead-based paint hazard reduction and/or abatement will be performed by contractors who are trained and certified to perform such work.

It may be necessary for the household to relocate during the construction process for protection against lead poisoning. If relocation is required, it shall be the responsibility of the homeowner to pay for the relocation.

Who Will Do the Work On the Homes?

Columbus County is obligated under ESFRLP to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet these requirements, Columbus County will invite bids only from licensed general contractors who are part of an "Approved Contractors Registry". For additional information about procurement and disbursement procedures, please refer to the Columbus County ESFRLP Procurement and Disbursement Policy for the 2022 Cycle.

- All qualified members of the Approved Contractors Registry will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract.
- All contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) Certified Renovators working for Certified Renovation firms.
- Homeowners who know of quality rehabilitation contractors that are not on the approved contractors' registry are welcome to invite them to apply.

What Are the Steps in the Process, From Application to Completion?

You now have information about how to apply for the Essential Single-Family Rehabilitation Loan Pool (ESFRLP) and what type of work can be done through the Program. Let's go through the steps for getting the work done:

1. **Completing a pre-application form:** Homeowners who wish to apply for assistance can submit an application from August 1, 2022, thru September 30, 2022, by 5:00 PM. Apply by contacting Natalie Carroll, Special Projects Coordinator, at (910) 640-6630 or online at <https://www.columbusco.org>. Proof of ownership, income and special needs will be required. Those who have applied for housing assistance from Columbus County in the past will not automatically be reconsidered and must complete a new pre-application form.
2. **Client Referral and Support Services:** Many homeowners assisted through the Essential Single-Family Rehabilitation Loan Pool may also need other services. Once homeowners

qualify for the ESFRLP program and when staff meet the homeowner during the work write-up process, staff members will refer homeowners to other available resources that are available in Columbus County.

3. **Preliminary inspection:** Columbus County's Rehabilitation Specialist will visit the homes of eligible households to determine the need and feasibility of the home for rehabilitation. Homeowners must inform staff of any known pest infestations prior to the visit. The County has the right to deny an application based on health and safety concerns that may put their staff and/or contractors at risk.
4. **Screening of applicants:** Applications will be ranked by Columbus County based on the priority system outlined on page 3. The feasibility of rehabilitating the houses will be determined by the County's Rehabilitation Specialist. Household income will be verified by the County's Consultant for program purposes only (Information will be kept confidential). NCHFA will verify ownership of the property by conducting a title search. Columbus County's Legal Department will perform a quick search for delinquent taxes. From this review, the three most qualified applicants will be chosen according to the priority system described above; the remaining applicants will be placed on a list of alternates in the order that they qualified. Columbus County's Consultant will then submit to NCHFA an ESFRLP Loan Application and Reservation Request for each potential borrower for approval. Applicants not selected for ESFRLP assistance will be notified in writing.
5. **Written agreement:** A HOME Owner Agreement, between the homeowner and Columbus County, will be executed as part of the Loan Application and Reservation Request procedure (that formally commits funds to a dwelling unit). This agreement will certify that the property is the principal residence of the owner, that the post-rehab value of the property will not exceed 95% of the 203(b) limits established by HUD and defines the ESFRLP maximum amount and form of assistance being provided to the homeowner, the scope of work to be performed, the date of completion and the rehabilitation criteria and standards to be met.
6. **Pre-rehab inspection & unit evaluation:** Columbus County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks, etc. Each unit will be evaluated for energy-saving opportunities such as air-sealing and duct-sealing as well as for environmental concerns, such as lead based paint hazards, radon and asbestos.
7. **Work write-up:** The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bids are received from contractors.
8. **Lead and Other Testing:** Columbus County's Rehabilitation Specialist will arrange for a certified firm to inspect all pre-1978 constructed homes for potential lead hazards (required) and asbestos hazards (as deemed necessary by the Rehabilitation Specialist in all homes built during, before and after 1978). All homes will be tested for radon. The

owner will receive information covering the results of the tests and any corrective actions that will be needed as part of the rehabilitation.

9. **Bidding:** The work write-up and bid documents will be conveyed to all contractors from the Approved Contractors Registry who will be given no less than seven days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the Commissioner's Chamber located at the Columbus County Administrative Building, 127 W. Webster Street, 3rd floor, Whiteville, NC at a specified date and time, with all bidders invited to attend.
10. **Contractor selection:** Within 72 hours of the bid opening, the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the County's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.
11. **Loan closing and contract execution:** Loan documents (Promissory Note and Deed of Trust) will be prepared by NCHFA as the lender and executed by the homeowner. By law, homeowners have the right to hire legal representation of their choosing at the loan closing. If a homeowner does not have "representation" at the closing, the borrower must sign a NCHFA "Legal Advice Disclosure". Rehabilitation contract documents will be executed by the homeowner and contractor with Columbus County signing on as an interested third party prior to the commencement of any construction. Columbus County will facilitate the loan closing and recordation of these documents and forward the recorded documents to NCHFA.
12. **Pre-construction conference:** A pre-construction conference will be held at the selected applicant's home. At this time, the homeowner, contractor and ESFRLP Columbus County program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. Columbus County will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
13. **Construction:** The contractor is responsible for obtaining and posting all permits for the project before beginning work. The County's Rehabilitation Specialist will closely monitor the contractor during the construction period and the County's Building Inspection Staff will inspect the work when applicable. To protect personal property, the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
14. **Change Orders:** All changes to the scope of work must be approved by the owner, the contractor, Columbus County's Rehabilitation Specialist, and the Columbus County Program Administrator and reduced in writing as a contract amendment ("change order"). The owner, contractor, Rehab Specialist and one Columbus County personnel must execute any change order agreements to the construction contract.

15. **Progress payments:** The contractor is entitled to request two partial payments and a final payment. When a payment is requested, the Rehabilitation Specialist will inspect the work within three days.
16. **Closeout:** When the Rehabilitation Specialist and the Homeowner are satisfied that the contract has been fulfilled, the Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date of completion of the work as established by Columbus County's approval date of the final pay requisition. The County's Rehabilitation Specialist will notify the homeowner in writing of this date.
17. **Post-construction conference:** Following construction, the contractor and the Rehabilitation Specialist will sit down with the Homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment and materials to the homeowner. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for the new equipment, materials and appliances and discuss general maintenance of the home with the Homeowner. The Homeowner will have the opportunity to ask any final questions about the work.
18. **Final loan amount determination:** If, upon completion of all rehabilitation work, the contract price has changed due to the effect of change orders and there is a need to modify the loan, NCHFA will prepare an estoppel for a loan reduction or modification agreement for a loan increase as necessary at the time of closeout of the unit. The loan will remain the property of NCHFA, with original documents remaining there for storage and "servicing". Please note that it is the responsibility of the homeowner to record an estoppel if they wish this to be reflected in the Deed of Trust.
19. **The warranty period:** It is extremely important that any problems with the work that was performed be reported by the homeowner to Columbus County Rehabilitation Specialist or other representative, as soon as possible in writing. All bona fide defects in materials and workmanship reported within one year of completion of construction will be corrected free of charge by the Contractor.

What are the key dates?

If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting August 2, 2022.
- Applications must be turned in at the Columbus County Administration Office by 5:00 PM on September 30, 2022.
- Selection of units will be made on January 31, 2023.
- All rehabilitation work must be under contract by December 31, 2024
- All rehabilitation work must be completed by May 17, 2025.

An application and an assistance policy can be obtained by contacting:

Natalie Carroll, Special Projects Coordinator
Columbus County Administration
127 W. Webster Street
Whiteville, NC 28472

Phone: (910) 640-6630
natalie.carroll@columbusco.org
<http://www.columbusco.org>

Or: at anyone of the town halls within Columbus County (Bolton, Boardman, Brunswick, Cerro Gordo, Chadbourn, Fair Bluff, Lake Waccamaw, Sandyfield, Tabor City, and the City of Whiteville). Also, notices will be posted in the Columbus County Public Library and at <http://www.columbusco.org>.

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and rehabilitation guidelines are meant to be as fair as possible, Columbus County realizes that there is still a chance that some applicants or participants may dispute decisions, work completed or other issues. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Natalie Carroll, Special Projects Coordinator, within five days of the initial decision and voice their concern.
2. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing. A written appeal must be made within 10 business days of the initial decision on an application.
3. Columbus County will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist, preferably in writing.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to the contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to correct the problem.
3. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be added to the applicant's file. The Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.
4. If problems persist, the homeowner must put the concern in writing and a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by Columbus County's Special Projects Coordinator.
5. Should the mediation conference fail to resolve the dispute, the Special Projects Coordinator will render a written final decision.

Final Appeal:

After following the above procedures, any applicant or homeowner who remains dissatisfied with Columbus County's final decision may appeal in writing to Michael Handley, NCHFA, PO Box 28066, Raleigh, NC 27611-8066, (919) 877-5627.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to Columbus County employees who are directly involved in the program, the North Carolina Housing Finance Agency, the US Department of Housing and Urban Development (HUD) and auditors.

What about conflicts of interest? No employee or board member of Columbus County, or entity contracting with Columbus County, who exercises any functions or responsibilities with respect to the ESFRLP project shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Columbus County employees or of Columbus County board members and others closely identified with Columbus County, may be approved for rehabilitation assistance only upon public disclosure before the Columbus County Board of Commissioners and with written permission from NCHFA.

What about favoritism? All activities under ESFRLP, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability.

Outreach Efforts of the ESFRLP Program

The County makes citizens aware of the ESFRLP program and other housing rehabilitation opportunities through various service providers and specific outreach efforts. At minimum, the County will advertise or publish an article about the Essential Single-Family Rehabilitation Loan Pool Program via the following media/venues: the local newspaper serving the County (The News Reporter), at senior centers throughout the County, Department of Social Services, the County Health Department, at libraries throughout the County, All the municipalities within the county, and on the County's website - <http://www.columbusco.org>.

Who can I contact about the ESFRLP program? Any questions regarding any part of this application or program should be addressed to:

Natalie Carroll, Special Projects Coordinator
Columbus County
127 W. Webster Street
Whiteville, NC 28472
Phone: (910) 640-6630

Floyd Adams, Consultant
The Adams Company
708 Abner Phillips Road
Warsaw, NC 28398
Phone: (910) 293-2770

This Assistance Policy is adopted this 1st day of August, 2022.

Ricky Bullard, Chairman
Columbus County Board of Commissioners

Attest

Columbus County
Procurement and Disbursement Policy
ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL

PROCUREMENT POLICY

1. To the maximum extent practical, Columbus County promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's (NCHFA) Essential Single-Family Rehabilitation Loan Pool (ESFRLP). Bids are invited from Contractors who are part of Columbus County's approved contractor registry. Any current contractor listed with and approved by Columbus County and in good standing (ie. no unresolved past performance issues and not listed on the federal or state debarred list) will receive automatic approval status on the contractor registry.
2. To be listed in the Approved Contractor Registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by Columbus County's Contracted Rehabilitation Specialist and submit proof of insurance. All contractors working on pre-1978 units must be Renovate, Repair and Paint Rule (RR&P) Certified Renovators working for Certified Renovation firms; only those contractors with this certificate on file will be invited to bid on pre-1978 homes.
3. At least three eligible contractors on Columbus County's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of Columbus County's cost estimate, (c) the contractor has not been suspended or debarred and (d) there is no conflict of interest (real or apparent).
4. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
5. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job, including instructions for distribution and receipt of bids. Contractors will be given no less than seven days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the Commissioner's Chamber located at the Columbus County Administrative Building, 3rd Floor, 127 W. Webster Street, Whiteville, NC 28472, at a specified date and time, with all bidders invited to attend.
6. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
7. Columbus County reserves the right to reject any or all bids at any time during the procurement process.
8. In the event of a true emergency situation, Columbus County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented. In the event phone bids are used, Columbus County's Contracted Project Administrator will call the first three responsive contractors on the approved contractor list who have indicated a desire to be on the telephone call list. Columbus County's Contracted Project Administrator will track who

has been called and is responsive, and will rotate through the full list before beginning the rotation again.

9. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend. Within 72 hours of the bid opening, after review of bid breakdowns and construction schedules, the winning bidders will be selected. All bidders and the homeowner will be notified, 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the County's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.
10. The contractor is responsible for obtaining a building permit for the project before beginning work. The permit must be posted at the house during the entire period of construction. If applicable, the contractor will obtain a permit for lead hazard related activities. Columbus County's Contracted Rehabilitation Specialist & Contracted Project Administrator will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Columbus County Building Inspection staff will inspect the work for compliance with the NC State Building Code and the local minimum housing code, when applicable. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
11. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by the owner(s), contractor, rehabilitation specialist, and one county personnel to the original contract. The change order must also detail any changes to the original contract price and completion date.
12. No work may begin prior to a contract being awarded and executed and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work. At this time, the homeowner, contractor and ESFRLP Columbus County program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. Within 24 hours of the pre-construction conference, Columbus County will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
13. Columbus County is an equal opportunity employer, implements non-discriminatory practice its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, religion, age, national origin, sex, familial status and/or disability.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) Columbus County's Contracted Rehabilitation Specialist, (b) the local building or minimum housing code inspector when applicable and (c) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.

2. The contractor is entitled to request two partial payments and a final payment. The first partial payment may be requested when the work is 50% complete. The second partial payment may be requested when the work is 85% complete. When a payment is requested, the Contracted Rehabilitation Specialist will inspect the work within three days, determine percentage of job completion and calculate a payment based on 90% of the total work completed.
3. Following construction, the contractor and the Contracted Rehabilitation Specialist will meet with the Homeowner in a post-construction conference. At this conference the contractor will hand over all owner's manuals and warranties on equipment and materials to the homeowner and be available to answer homeowner questions.
4. Project Closeout: When the contractor declares the work complete, the Contracted Rehabilitation Specialist will thoroughly inspect the work. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of final payment. If the contractor fails to correct the work to the satisfaction of Columbus County's Contracted Rehabilitation Specialist, payment may be withheld until such time as the work is deemed satisfactory. (Contractors may follow Columbus County's Essential Single-Family Rehabilitation Loan Pool Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy). The Homeowner, Project Administrator and Contracted Rehabilitation Specialist will sign off on the work. After receipt of the contractor's final invoice, inspections, certificate of completion and lien releases, the final payment will be ordered. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date the Contracted Rehabilitation Specialist declares all work is complete and approves the final invoice for payment.
5. Columbus County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
6. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the 1st day of August, 2022.

Columbus County

BY: _____, Chairman

ATTEST: _____

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____

Language Access Plan

Columbus County 5- Year Plan

Providing Meaningful Communication with Persons with Limited English Proficiency

The Purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Right Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

POLICY:

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by Columbus County must take adequate steps to ensure that their policies and procedures do not deny or have the effect of denying LEP individuals with equal access to benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

DEFINITIONS:

Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

Title VI Compliance Officer: The person or persons responsible for administering compliance with the Title VI LEP policies.

Substantial Number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipient of the agency and speak a primary language other than English and have limited English proficiency.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The County of Columbus will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or “I speak cards,” https://www2.census.gov/programs-surveys/decennial/2020/resources/language-materials/language-identification-card_D-ID.pdf) and LEP Posters to determine the languages. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED INTERPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officers:

Gail Edwards
Columbus County
127 W. Webster Street
3rd Floor
Whiteville, NC 28472
910-640-6630
gedwards@columbusco.org

or

Natalie Carroll
Columbus County
127 W. Webster Street
3rd Floor
Whiteville, NC 28472
910-640-6630
ncarroll@columbusco.org

Check all methods that will be used:

- Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (provide the list):
- Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

(Identify the agency(s) name(s) with whom you have contracted or made arrangements)

- Columbus County Department of Social Services
- Columbus County Health Department

Have/has agreed to provide qualified interpreter services. The agency's (or agencies') telephone number(s) is/are (insert number(s), and the hours of availability are (insert hours).

910-642-2800 (DSS)
Monday-Friday (8:30 – 5:00)

910-640-6615 (Health Dept.)
Monday – Friday (8:30-5:00)

- Other (describe)

Teletext
800-514-9237
888-884-7734

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and after the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person file. If the LEP person chooses to use family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will not be used to interpret, in order to ensure confidentiality of information and accurate communication.

3. PROVIDING WRITTEN TRANSLATIONS

- I. The County of Columbus will set benchmarks for translations of vital documents into additional languages. *(please ensure to keep records of those documents that apply to your agency)*
- II. When translation of vital documents is needed, Columbus County will submit documents for translation into frequently-encountered languages.
- III. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

4. PROVIDING NOTICE TO LEP PERSONS

The County of Columbus will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in language LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABALE FREE OF CHARGE.** All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notice and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

Columbus County Administration Building Front Lobby

Notification will also be provided through one or more of the following: outreach documents, telephone voicemail menus, local newspapers, radio and television stations, and/or community-based organizations.

The County will provide LED outreach through advertisement

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, The County of Columbus will assess changes in demographics, types of services or other needs that may require reevaluation of its procedures. In addition, The County of Columbus will regularly assess the efficacy of these procures, including but not limited to mechanisms for securing interpreter services, complaints files by LEP persons, feedback from residents and community organizations, etc.

I. Compliance Procedures, Reporting and Monitoring

A. Reporting

The agency will complete an annual compliance report and send this report to the appropriate funding agency. *(format will be supplied by the appropriate funding agency)*

II. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

The Agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. *At any time, citizens may submit complaints related to the Four Factor Analysis by contacting the Agency's LEP contact people: Gail Edwards at gedwards@columbusco.org and Natalie Carroll at natalie.carroll@columbusco.org. The Agency will provide a written response to every written complaint that relates to the Four Factor Analysis within 15 business days.*

The agency will maintain records of any complaint filed, the date of filing, actions taken and resolution.

The agency will notify the appropriate section within the appropriate funding agency of complaints filed, the date of filing, actions taken and resolution. The information will be provided within 30 days of resolution.

B. Resolution of Matter

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to the appropriate funding agency. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The appropriate funding agency's Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency. If not resolved by the appropriate funding agency, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

Adopted this the 1st day of August, 2022

SUBMITTED AND ADOPTED BY:

Ricky Bullard, Chairman

ATTEST

Latoya Williams, Deputy Clerk to the Board

Limited English Proficiency (LEP) Complaint Form

Section 602 of Title VI of the Civil Rights Act of 1964m 42 U.S.C. 2000d states that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." One of the reasons this law was established to ensure that persons who do not speak English as their primary language and who have a limited ability to read, speak, write or understand English be afforded meaningful access to programs, services and/or activities and information provided by any entity receiving federal financial assistance.

If you feel you have not been provided meaningful access to any federal funding through the County of Columbus and/or activity, please complete this form and return it to: Columbus County Administration – Third Floor, 127 W. Webster Street, Whiteville, NC 28472

I. COMPLAINANT INFORMATION:

Name: _____

Contact or Home Address: _____ City/State/Zip: _____

Home Telephone: _____ Cell Phone: _____

Primary Language: _____

II. COMPLAINANT DESCRIPTION:

Name or Department and/or Program/Service/Activity:

Name of Individual (s) involved if known: _____

Address where incident occurred: _____

Date of incident: _____

Describe how you were not provided meaningful access: (Be specific and attach additional pages if necessary)

Signature: _____ Date: _____

Columbus County is committed to improve access to its programs, services and activities for persons who are Limited English Proficient; the County will respond to this complaint within fifteen (15) days.

**COLUMBUS COUNTY
 ESSENTIAL SINGLE FAMILY REHABILITATION LOAN POOL 2022
 GRANT PROJECT ORDINANCE
 Adoption Date: August 1, 2022**

BE IT ORDAINED by the Board of Commissioners of the County of Columbus, North Carolina, that pursuant to Chapter 159, Section 13.2 of the General Statutes of North Carolina, the following Grant Project Ordinance is **HEREBY ADOPTED**:

SECTION 1. The project authorized is for the rehabilitation of moderately deteriorated homes which are owned and occupied by elderly and/or disabled low and moderate income homeowners.

SECTION 2. The project administrator is hereby directed to proceed with the implementation of such project.

SECTION 3. The project will be executed in full during fiscal years 2022-2025.

SECTION 4. The following revenues will be available to the County to complete the project.

ACCOUNT NUMBER	TITLE	AMOUNT
85-3341-333040	North Carolina Housing Finance Agency	162,000
TOTAL:		\$162,000

SECTION 5. The following amounts are appropriated for the project:

ACCOUNT NUMBER	TITLE	AMOUNT
85-4947-549898	Hard Cost	132,000
85-4947-549892	Soft Cost	30,000
TOTAL:		\$162,000

SECTION 6. The Finance Officer is directed to report quarterly on the financial status of this project. He/she shall keep the Governing Body informed at each regular meeting of any unusual occurrences.

SECTION 7. Copies of the Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for directions in carrying out this project.

ADOPTED This 1st day of August, 2022.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

ATTESTED BY:

Ricky Bullard, Chairman
 NORTH CAROLINA

Latoya Williams, Deputy Clerk to Board

AGREEMENT FOR SERVICES

COUNTY OF COLUMBUS

THIS AGREEMENT FOR SERVICES (this "Agreement"), made and entered this **1st day of August, 2022**, by and between Columbus County, a body politic of North Carolina, (hereinafter referred to as the "County") and The Adams Company, Consultants (hereinafter referred to as "Consultant").

WHEREAS, Consultant has agreed to provide services in a professional manner in accordance with the standards of Consultant's industry and as hereinafter set forth; and

WHEREAS, the County wishes to enter an Agreement with Consultant to provide the services specified in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

- 1. Term of Agreement:** The initial term of this Agreement shall commence on **August 1, 2022** and end on **completion of the NCHFA Essential Single Family Rehabilitation Loan Pool (ESFRLP)**. **More specific dates will be outlined in the Funding Agreement.**
- 2. Scope of Service:** Consultant shall provide to County the Services (hereinafter referred to as the "Services") set forth in the "Scope of Work," attached hereto as Exhibit A, which is incorporated herein and made an integral part of the Agreement.
- 3. Compensation:** As compensation for the Services to be provided by Consultant, County shall pay Consultant an amount not to exceed **\$14,000 per unit completed**, payable within the time frame to implement the first segment of the loan pool allocation received from NCHFA and as outlined in Exhibit A. Consultant will bill monthly or as otherwise set forth in Exhibit A of this Agreement. If County receives additional funding from the NCHFA SFR Loan Pool, Consultant will receive additional compensation for services as outlined in Exhibit A. or as amended by County, Consultant and NCHFA.
- 4. Termination of Agreement for Cause:** If, for any reason, Consultant shall fail to fulfill in a timely, professional and proper manner all obligations under this Agreement, or should Consultant violate any of the covenants, agreements, or stipulations of this Agreement, County shall have the right to terminate this contract immediately by giving and specifying the effective date thereof at least forty-five (45) days before the effective date of such termination. In such event, all finished or unfinished documents, data studied, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this contract shall, at the option of the County shall become the property of the County and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed pursuant to this contract. However, the County shall not be obligated to pay any remaining charges for work satisfactorily completed where there exists a right in favor of the County for refund, reimbursement or offset in connection with any obligation arising from the Consultant to the County. The Consultant may terminate this contract by giving the County forty-five (45) days written notice.
- 5. Legal Remedies:** Consultant shall not be relieved of any liability to County for damages sustained by County by any breach of contract by Consultant. It is specifically understood that County may withhold any payments to Consultant for offset until the exact amount of damages due to County from Consultant is determined.

6. Access to Records: Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to County to assure proper accounting for all project funds, both available for audit purposes to County or any duly authorized representative of County and North Carolina Housing Finance Agency or any of their duly authorized representatives. Such records will be retained for a period of five (5) years after the expiration of this Agreement.

7. Equal Employment Opportunity: Consultant shall not discriminate against any employee, applicant for employment or program participant in regards to race, color, national origin, sex, handicap or age. No one will be denied participation in or the benefits of the County of Columbus' NCHFA Essential Single Family Rehabilitation Loan Pool Program due to race, color, national origin, sex, age or handicap.

8. Conflict of Interest: Consultant covenants and agrees that Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the construction project or any other interest which would conflict in any manner or degree with the performance of this Agreement. Furthermore, no person having any such interest shall be employed by or have any other business connection with Consultant. No elected or appointed official of County nor any of its employees shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any member, officer, agent or employee of County have any interest directly or indirectly in this Agreement or the proceeds thereof.

9. "SECTION 3 of the HUD Act of 1968" – Compliance in the Provision of Training, Employment and Business Opportunities:

- a. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, and all applicable rules and order of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- c. Consultant will send to each labor organization or representative of worker with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that it is in

County of Columbus Service Agreement. The Adams Co.

violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided Consultant with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which Federal assistance by 24 CFR Part 135.

10. Lobbying:

- a. No Federal appropriated funds will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any Federal grant, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or a employee of a Member of Congress in connection with the Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11. Executive Order 11246 Clause: During the performance of this Agreement, Consultant agrees as follows:

- a. Consultant will not discriminate against any employees or applicant for employment because of race, color, religion, sex or natural origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or natural origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notice to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. Consultant will not discriminate in all solicitations or advertisements for employees placed by or on behalf of Consultant, and state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex or natural origin.

County of Columbus Service Agreement. The Adams Co.

- c. Consultant will send each labor union or representative or workers with which he has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- d. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor.
- e. Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part. Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or Labor, or as otherwise provided by law.
- g. Consultant will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Consultant will take such action with respect to any subcontract or purchase order as County may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event Consultant becomes involved in, or threatened with, litigation with a subcontractor or vendor as result or such direction by County, Consultant may request the United States to the enter into such litigation to protect the interest of the United States.

12. Nondiscrimination of the Basis of Handicap: No qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination benefits of, or otherwise be subjected to the discrimination under any program or activity which receives or benefits from Federal Financial assistance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

County of Columbus Service Agreement. The Adams Co.

COUNTY OF COLUMBUS

BY: _____
Edwin H. Madden, Jr., County Manager
111 Washington Street
Whiteville, NC 28472

THE ADAMS COMPANY

BY: M. Floyd Adams
Printed Name: M. Floyd Adams
Title: President

708 ABNER PHILLIPS RD
WARSAW, NC 28398

Approved as to form

Columbus County Attorney

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

Columbus County Finance Officer

EXHIBIT A

SCOPE OF SERVICES- NCHFA ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL PROGRAM

The following will outline in detail the services to be provided by THE ADAMS COMPANY, hereinafter referred to as "Consultant," to Columbus County, hereinafter referred to as "County":

1. Establish and maintain a filing system in accordance with the North Carolina Housing Finance Agency (NCHFA). **County will establish the file to include owner's verification of incomes, copy of deeds, tax cards.** Consultant will maintain the file after the applicants are preliminarily selected, maintain and complete all documents from the loan reservation and bid process through the close out and Unit Completion of each unit.
2. Assist County in establishing a financial management system. Consultant will be responsible for preparation of all requisitions, disbursement documentation, and preliminary approval of disbursements. **Signatory forms, account information for electronic deposit, fiscal audits and the provision of honesty and fidelity bonding as required in the Post Approval Documentation will be provided by County. County will approve and sign all requisitions and disbursement checks. Everything relating to the posting of checks will be performed by County.**
3. Will prepare general policy documents to be adopted by the Columbus County Board of Commissioners, to insure compliance with all aspects of NCHFA. This could include Procurement and Assistance Policies.
4. Will work with NCHFA to provide adequate information for title work, preparation of closing documents for NCHFA to facilitate closing for each applicant.
5. Will coordinate with all third-party professional contractors for the implementation of the project and provide assistance as needed.
6. **County will provide a listing of 10-15 potential applicants that have been preliminarily screened for income and special need eligibility.** These potential applicants' homes will be evaluated by the Consultant's Rehabilitation Specialists to determine if the homes are suitable for the NCHFA ESFRLP Program. Consultant will meet with potential applicants and verify eligibility. Applicants will be selected in a manner consistent with Columbus County's Assistance Policy and meet the income and special needs category in Columbus County's Essential Single-Family Rehabilitation Loan Pool (ESFRLP) Application. Once units are selected Consultant will prepare the ESFRLP Environmental Screening Checklist, Post-Rehabilitation Property Value Certification and Written Agreement and submit to NCHFA with the ESFR Loan Application and Reservation Request. If any of these homes are 50 years old or older a Historical Evaluation Request Form will be submitted to State Historic Preservation Office (SHPO) for a written response.
7. Prior to preparing the work write-up, an inspection will be made to identify specific deficiencies and NCHFA Rehab Standards. Consultant will prepare detailed work write-up and itemized estimate of the cost of the proposed improvements, secure competitive bids, award contract, hold pre-construction meeting, and maintain individual case files with all documents required by NCHFA.

**SOFT COSTS/INSPECTIONS WILL BE PROVIDED TO CONSULTANT
AS FOLLOWS:**

	SFR Soft Costs/unit	ESFRLP
1.	Outreach & Advertising	150
2.	Environmental Review Preparation	500
3.	Asbestos Testing/Clearance	600
4.	Radon Testing	100
5.	LBP Inspection/risk Assessment	600
6.	LBP Clearance	400
7.	Loan Document Execution, Recording & Legal Fees	300
8.	Pre-rehab inspection, including Scope of Work	900
9.	Work Write-ups	1500
10.	Cost Estimate	400
11.	Project & Construction Management	3850
12.	Flood Insurance (Units in Flood Hazard Zones)	500
13.	Post-rehab Value Certification	200
	Total ESFRLP Soft Costs/unit	10,000

If Consultant prepares and closes construction and loan documents, Consultant will receive \$300 (minus recording fees). Consultant will prepare the Settlement Data Sheet and submit to NCHFA to trigger the preparation of Note, Deed of Trust and Form W-9. Consultant will prepare all pre-construction documents not prepared by NCHFA, which includes but is not limited to, construction contract, pre-construction minutes and owner selection, lien waivers, certification of completion by the inspector and homeowner, and lead based paint documentation. In addition, Consultant will provide the following:

- Inspecting work prior to contractor payments (During rehabilitation process)
 - Final Inspection of work to include sign-off by homeowner, building inspectors, collection of final paperwork from contractor (lien waiver, warranties, owner manuals & maintenance schedules)
 - Note- Floyd Adams, Rehabilitation Specialist is certified and licensed as follows: NC Licensed Contractor # 27014
8. In addition, the Consultant will be paid 10% of the combined hard costs and soft cost up to \$4,000 per unit as administrative fees in accordance with the NCHFA Program Guidelines.
 9. Should project implementation mandate the submission of an amendment, Consultant will prepare the amendment for submission in accordance with guidelines established by NCHFA.
 10. Prepare and maintain the ESFRLP Project Workbook on all applicants, complete and submit Unit Completion Report to NCHFA with before and after pictures of units.
 11. Represent County on all monitoring visits and prepare any responses to NCHFA.
 12. Provide necessary assistance during formal audits to the program.

MOTION:

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

Agenda Item #15: ADMINISTRATION – APPROVAL of BID OPENING and ACCEPTANCE of RECOMMENDATION to AWARD 2019 CDBG NEIGHBORHOOD REVITALIZATION PROJECT GRANT:

Gail Edwards, Assistant County Manager, requested Board approval.

THE ADAMS COMPANY INC.
ENGINEERING AND DESIGN
 Firm License No. C-4438

708 Abner Phillips Road | Warsaw, NC 28398 | (910) 293-2770

MEMO

To: Natalie Carroll
From: L. Ben Jones
Subject: Recommendation of Award
 Columbus County CDBG-NR Reconstruction Package
Reconstruction Contracts 19-01, 19-02, 19-03, 19-04
Date: July 27, 2022

On July 26, 2022 at 11:00 am bids were received at the Columbus County, County Offices. The Bids were opened and read aloud. Attached is the Bid Tabulation Summary and a Notice of Award.

Based on the information on the Bid Tabulation Summary, Holland Construction Company is the low bidder on all 4 contracts. Due to the time restraints associated with this project, it is recommended that the County split the contracts between Holland Construction Co. (Low Bidder) and Nash Locklear Construction Inc. (2nd Low Bidder). It is suggested to award Reconstruction contracts 19-01 to Holland Construction Co. at the bid price of \$ 153,800.00, 19-02 to Nash Locklear Construction Inc. at the bid price of \$137,500, 19-03 to Holland Construction Co. at the bid price of \$144,620.00, and 19-04 to Nash Locklear Construction Inc. at the bid price of \$154,460.00. I have contacted both of the above listed contractors and discussed this with them. They have both agreed to move forward in this manner.

Please present this to the Board and upon Board approval have the Chairman sign two copies of the Notice of Award and the Contract Agreement and I will pick up one copy.

Bid Tabulation Summary
 County of Columbus CDBG-NR
 Unit 19-01-Rec 345 Quail Drive, Whiteville
 Bid Date: July 26, 2022 - 11:00 am

No.	Contractor	New Home Costs	Demo Costs	Asbestos Removal	Handicap Ramp	Total Bid
1.	Thomas J. Holland 2496 Hwy 41 South Chinquapin, NC 28521	\$134,000.00	\$6,000.00	\$1,800.00	\$12,000.00	\$153,800.00
2.	Nash Locklear Const. Co, Inc. 1313 W. Carthage Rd. Lumberton, NC 28359	\$158,340.00	\$7,600.00	\$5,200.00	\$10,900.00	\$182,040.00
3.	Faith Home Improvements & Const. 212 Ottmus Rd. Pembroke, NC 28372	\$158,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$187,000.00
4.	Sea Level Construction 105 Shadow Ridge Rd. Hampstead, NC 28443	\$186,000.00	\$10,000.00	\$6,000.00	\$5,500.00	\$207,500.00
5.						

I certify that these bids were received by the County of Columbus at 11:00 am on July 26, 2022. The bids have been checked and verified to be correct to the best of my knowledge and belief.

 7-27-22
 Joshua E. Outlaw, PE

SECTION 00400

CONTRACT AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 20__ by and between the County of Columbus, hereinafter called "OWNER", Holland Construction Co. doing business as a corporation hereinafter called "CONTRACTOR", and Carolyn Soles hereinafter called "CDBG-NR RECIPIENT".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the COUNTY OF COLUMBUS CDBG-NR RECONSTRUCTION PROJECT: CONTRACT 19-01.
Home Address: 345 Quail Drive

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 120 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices which total \$ 153,800.00, as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement For BIDS
- (B) Information For BIDDERS
- (C) BID
- (D) BID BOND (N/A)
- (E) CONTRACT AGREEMENT
- (F) PAYMENT & PERFORMANCE BONDS (N/A)
- (G) NOTICE OF AWARD
- (H) NOTICE TO PROCEED
- (I) CHANGE ORDER
- (J) DRAWINGS prepared by Joshua E. Outlaw, P.E. dated 7/8/22.
- (K) SPECIFICATIONS issued by Joshua E. Outlaw, P.E. dated 7/8/22.
- (L) ADDENDA:
No. _____, dated _____
No. _____, dated _____
No. _____, dated _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions of the SPECIFICATIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER: COUNTY OF COLUMBUS

(SEAL)

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Address: 127 W Webster Street

Name: _____

Whiteville, NC 28472

Title: _____

Telephone: 252-638-3870

CONTRACTOR: Holland Construction Co.

(SEAL) By: _____
 Printed Name: Thomas J. Holland
 ATTEST: Title: Owner
 By: _____ Address: P.O. Box 182
 Printed Name: _____ Chinquapin NC, 28521
 Title: _____ Telephone: 910-284-0525

CDBG-NR RECIPIENT: Carolyn Soles

(SEAL) By: _____
 Printed Name: _____
 ATTEST: Title: CDBG-NR Recipient
 By: _____ Address: 345 Quail Drive
 Printed Name: _____ Whiteville NC, 28472
 Title: _____ Telephone: 910-642-0029

SECTION 00350

NOTICE OF AWARD

To: Holland Construction Co.
P.O. Box 182
Chinquapin NC, 28521

PROJECT Description:

County of Columbus CDBG-NR Reconstruction Project: Contract 19-01
Home Address: 345 Quail Drive, Whiteville NC

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated July 8, 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 153,800.00.

You are required by the Information for BIDDERS to execute the certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ___ day of _____, 20_____.

Owner: County of Columbus
 By: _____
 Name: Ricky Bullard
 Title: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
 _____ this the _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

END OF SECTION

Bid Tabulation Summary
 County of Columbus CDBG-NR
 Unit 19-02-Rec 24636 Peacock Road, Tabor City
 Bid Date: July 26, 2022 - 11:00 am

No.	Contractor	New Home Costs	Demo Costs	Asbestos Removal	Handicap Ramp	Total Bid
1.	Thomas J. Holland 2496 Hwy 41 South Chinquapin, NC 28521	\$117,800.00	\$6,500.00	N/A	\$12,000.00	\$136,300.00
2.	Nash Locklear Const. Co, Inc. 1313 W. Carthage Rd. Lumberton, NC 28359	\$121,800.00	\$8,200.00	N/A	\$7,500.00	\$137,500.00
3.	Faith Home Improvements & Const. 212 Ottmus Rd. Pembroke, NC 28372	\$134,000.00	\$9,000.00	N/A	\$10,000.00	\$153,000.00
4.	Sea Level Construction 105 Shadow Ridge Rd. Hampstead, NC 28443	\$144,640.00	\$8,000.00	N/A	\$5,500.00	\$158,140.00
5.				N/A		

I certify that these bids were received by the County of Columbus at 11:00 am on July 26, 2022.
 The bids have been checked and verified to be correct to the best of my knowledge and belief.

 7-27-22
 Joshua E. Outlaw, PE

SECTION 00400

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the County of Columbus, hereinafter called "OWNER", Nash Locklear Construction Inc. doing business as a corporation hereinafter called "CONTRACTOR", and Michael L. Stanley hereinafter called "CDBG-NR RECIPIENT".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the COUNTY OF COLUMBUS CDBG-NR RECONSTRUCTION PROJECT: CONTRACT 19-02.
 Home Address: 24636 Peacock Road

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 120 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices which total \$ 137,500.00, as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement For BIDS
- (B) Information For BIDDERS
- (C) BID
- (D) BID BOND (N/A)
- (E) CONTRACT AGREEMENT
- (F) PAYMENT & PERFORMANCE BONDS (N/A)
- (G) NOTICE OF AWARD
- (H) NOTICE TO PROCEED
- (I) CHANGE ORDER
- (J) DRAWINGS prepared by Joshua E. Outlaw, P.E. dated 7/8/22.
- (K) SPECIFICATIONS issued by Joshua E. Outlaw, P.E. dated 7/8/22.
- (L) ADDENDA:
 - No. _____, dated _____
 - No. _____, dated _____
 - No. _____, dated _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions of the SPECIFICATIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER: COUNTY OF COLUMBUS

(SEAL) ATTEST: By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____ Address: <u>127 W Webster Street</u> <u>Whiteville, NC 28472</u> Telephone: <u>252-638-3870</u>
---	---

CONTRACTOR: Nash Locklear Construction Inc.

(SEAL) ATTEST: By: _____ Printed Name: _____ Title: _____	By: _____ Printed Name: <u>Nash Locklear</u> Title: <u>Owner</u> Address: <u>1313 West Carthage Road</u> <u>Lumberton NC, 28360</u> Telephone: <u>910-734-7128</u>
---	---

SECTION 00350

NOTICE OF AWARD

To: Nash Locklear Construction Inc.
1313 West Carthage Road
Lumberton NC, 28360

PROJECT Description:

County of Columbus CDBG-NR Reconstruction Project: Contract 19-02
Home Address: 24636 Peacock Road, Tabor City NC

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated July 8, 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 137,500.00.

You are required by the Information for BIDDERS to execute the certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ___ day of _____, 20_____.

Owner: County of Columbus
 By: _____
 Name: Ricky Bullard
 Title: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
 _____ this the _____ day of _____, 20_____.

By: _____

Name: _____

Title: _____

END OF SECTION

CDBG-NR RECIPIENT: Michael L. Stanley

(SEAL)

By: _____

Printed Name: _____

ATTEST:

Title: CDBG-NR Recipient

By: _____

Address: 24636 Peacock Rd.

Printed Name: _____

Tabor City NC, 28463

Title: _____

Telephone: _____

Bid Tabulation Summary
County of Columbus CDBG-NR
Unit 19-03-Rec 253 Wesley Drive, Riegelwood
Bid Date: July 26, 2022 - 11:00 am

No.	Contractor	New Home Costs	Demo Costs	Asbestos Removal	Handicap Ramp	Total Bid
1.	Thomas J. Holland 2496 Hwy 41 South Chinquapin, NC 28521	\$126,620.00	\$6,000.00	N/A	\$12,000.00	\$144,620.00
2.	Nash Locklear Const. Co, Inc. 1313 W. Carthage Rd. Lumberton, NC 28359	\$145,500.00	\$8,200.00	N/A	\$10,900.00	\$164,600.00
3.	Faith Home Improvements & Const. 212 Ottmus Rd. Pembroke, NC 28372	\$142,400.00	\$9,000.00	N/A	\$10,000.00	\$161,400.00
4.	Sea Level Construction 105 Shadow Ridge Rd. Hampstead, NC 28443	\$160,000.00	\$8,500.00	N/A	\$5,500.00	\$174,000.00
5.				N/A		

I certify that these bids were received by the County of Columbus at 11:00 am on July 26, 2022. The bids have been checked and verified to be correct to the best of my knowledge and belief.

Josh E. Outlaw 7-27-22

Joshua E. Outlaw, PE

SECTION 00400

CONTRACT AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 20__ by and between the County of Columbus, hereinafter called "OWNER", Holland Construction Co. doing business as a corporation hereinafter called "CONTRACTOR", and Doretta W. Brown hereinafter called "CDBG-NR RECIPIENT".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the COUNTY OF COLUMBUS CDBG-NR RECONSTRUCTION PROJECT: CONTRACT 19-03.

Home Address: 253 Wesley Drive

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 120 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices which total \$ 144,620.00, as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement For BIDS
- (B) Information For BIDDERS
- (C) BID
- (D) BID BOND (N/A)
- (E) CONTRACT AGREEMENT
- (F) PAYMENT & PERFORMANCE BONDS (N/A)
- (G) NOTICE OF AWARD
- (H) NOTICE TO PROCEED
- (I) CHANGE ORDER
- (J) DRAWINGS prepared by Joshua E. Outlaw, P.E. dated 7/8/22.
- (K) SPECIFICATIONS issued by Joshua E. Outlaw, P.E. dated 7/8/22.

(L) ADDENDA:

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions of the SPECIFICATIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER: COUNTY OF COLUMBUS

(SEAL) By: _____
 Name: _____
 Title: _____
 ATTEST: Address: 127 W Webster Street
 By: _____ Whiteville, NC 28472
 Name: _____
 Title: _____ Telephone: 252-638-3870

CONTRACTOR: Holland Construction Co.

(SEAL) By: _____
 Printed Name: Thomas J. Holland
 Title: Owner
 ATTEST: Address: P.O. Box 182
 By: _____ Chinquapin NC, 28521
 Printed Name: _____
 Title: _____ Telephone: 910-284-0525

CDBG-NR RECIPIENT: Doretta W. Brown

(SEAL) By: _____
 Printed Name: _____
 Title: CDBG-NR Recipient
 ATTEST: Address: 253 Wesley Drive
 By: _____ Riegelwood NC, 28456
 Printed Name: _____
 Title: _____ Telephone: 910-489-3326

SECTION 00350

NOTICE OF AWARD

To: Holland Construction Co.
P.O. Box 182
Chinquapin NC, 28521

PROJECT Description:

County of Columbus CDBG-NR Reconstruction Project: Contract 19-03
Home Address: 253 Wesley Drive, Riegelwood NC

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated July 8, 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 144,620.00.

You are required by the Information for BIDDERS to execute the certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ___ day of _____, 20_____.

Owner: County of Columbus

By: _____

Name: Ricky Bullard

Title: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the _____ day of _____, 20_____.

By: _____

Name: _____

Title: _____

END OF SECTION

Bid Tabulation Summary
 County of Columbus CDBG-NR
 Unit 19-04-Rec 1507 Lennon Street, Whiteville
 Bid Date: July 26, 2022 - 11:00 am

No.	Contractor	New Home Costs	Demo Costs	Asbestos Removal	Handicap Ramp	Total Bid
1.	Thomas J. Holland 2496 Hwy 41 South Chinquapin, NC 28521	\$121,300.00	\$6,500.00	N/A	\$12,000.00	\$139,800.00
2.	Nash Locklear Const. Co, Inc. 1313 W. Carthage Rd. Lumberton, NC 28359	\$137,460.00	\$7,500.00	N/A	\$9,500.00	\$154,460.00
3.	Faith Home Improvements & Const. 212 Ottmus Rd. Pembroke, NC 28372	\$139,000.00	\$9,000.00	N/A	\$10,000.00	\$158,000.00
4.	Sea Level Construction 105 Shadow Ridge Rd. Hampstead, NC 28443	\$151,680.00	\$8,500.00	N/A	\$5,500.00	\$165,680.00
5.				N/A		

I certify that these bids were received by the County of Columbus at 11:00 am on July 26, 2022.
 The bids have been checked and verified to be correct to the best of my knowledge and belief.

Josh E. Outlaw 7-27-22
 Joshua E. Outlaw, PE

SECTION 00400

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the County of Columbus, hereinafter called "OWNER", Nash Locklear Construction, Inc. doing business as a corporation hereinafter called "CONTRACTOR", and Ethel C. Ellison hereinafter called "CDBG-NR RECIPIENT".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the COUNTY OF COLUMBUS CDBG-NR RECONSTRUCTION PROJECT: CONTRACT 19-04.
 Home Address: 1507 Lennon Street

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 120 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices which total \$ 154,460.00 , as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement For BIDS
- (B) Information For BIDDERS
- (C) BID
- (D) BID BOND (N/A)
- (E) CONTRACT AGREEMENT
- (F) PAYMENT & PERFORMANCE BONDS (N/A)
- (G) NOTICE OF AWARD
- (H) NOTICE TO PROCEED
- (I) CHANGE ORDER
- (J) DRAWINGS prepared by Joshua E. Outlaw, P.E. dated 7/8/22.
- (K) SPECIFICATIONS issued by Joshua E. Outlaw, P.E. dated 7/8/22.

(L) ADDENDA:

- No. _____, dated _____
- No. _____, dated _____
- No. _____, dated _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions of the SPECIFICATIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER: COUNTY OF COLUMBUS

(SEAL)

By: _____

Name: _____

ATTEST:

Title: _____

By: _____

Address: 127 W Webster Street

Name: _____

Whiteville, NC 28472

Title: _____

Telephone: 252-638-3870

CONTRACTOR: Nash Locklear Construction Inc.

(SEAL)

By: _____

Printed Name: Nash Locklear

ATTEST:

Title: Owner

By: _____

Address: 1313 West Carthage Road

Printed Name: _____

Lumberton NC, 28360

Title: _____

Telephone: 910-734-7128

CDBG-NR RECIPIENT: Ethel C. Ellison

(SEAL) By: _____
 Printed Name: Ethel C. Ellison
 ATTEST: Title: CDBG-NR Recipient
 By: _____ Address: 1507 Lennon Street
 Printed Name: _____ Whiteville NC, 28472
 Title: _____ Telephone: 910-234-3836

SECTION 00350
NOTICE OF AWARD

To: Nash Locklear Construction Inc.
1313 West Carthage Road
Lumberton NC, 28360

PROJECT Description:

County of Columbus CDBG-NR Reconstruction Project: Contract 19-04
Home Address: 1507 Lennon Street, Whiteville NC

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated July 8, 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 154,460.00.

You are required by the Information for BIDDERS to execute the certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ___ day of _____, 20_____.

Owner: County of Columbus

By: _____

Name: Ricky Bullard

Title: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the _____ day of _____, 20_____.

By: _____

Name: _____

Title: _____

MOTION:

Commissioner McDowell made a motion to approve the bid opening and recommendation, seconded by Commissioner Byrd. The motion unanimously passed.

Agenda Item #16: PLANNING - FIRST READING of PLANNED DEVELOPMENT ZONING DISTRICTS ORDINANCE and CALL for PUBLIC HEARING:

Dr. Gary Lanier, Planning Director, requested a first reading of the Planned Development Zoning Districts Ordinance and establishment of a Public Hearing.

Planned Development Zoning Districts

1) Purpose and Intent

The Planned Development (PD) districts also known as conditional zoning districts per section 160D of North Carolina Legislation are established to allow development under unified control to occur utilizing more flexible standards and procedures than would otherwise result from a strict application of general district and development standards. Planned development districts are intended to encourage innovative land planning and site design concepts that will produce a high quality, unified project that will not negatively impact adjacent land. More specifically, the intent of the PD districts is to:

- a) Promote quality design and reduce or diminish the inflexibility of design that sometimes results from strict application of zoning and development standards designed primarily for individual lots.
- b) Allow greater freedom in selecting the means of providing access, open space, and design amenities.
- c) Allow greater freedom in providing a well-integrated mix of residential and non-residential uses in the same development, including a mix of housing types, lot sizes, and densities.
- d) Provide for efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs, promoting responsible growth and higher property values.
- e) Enhance pedestrian orientation and make greater accommodations for alternative forms of transportation such as walking, bicycling, and transit; and
- f) Promote environmentally sensitive development that respects community character, respects and takes advantage of a site's natural and man-made features, such as trees, wetlands, slopes in excess of 25 percent, special flood hazard area, and historic resources.

2) General Provisions

- a) **Classification of Planned Development District:** Parcels shall be classified as a planned development zoning district only in accordance with the procedures and requirements set forth in this section.
- b) **Application requirements** Except as provided herein, all applications to establish Planned Development Districts shall adhere to the regulations and procedures prescribed in this subsection in addition to the standard general use district rezoning process.
- c) **Public Input Meeting** Prior to scheduling a public hearing for Planned Development Districts the applicant must conduct at least one public input meeting and file a report of the results with the Administrator.
 - i) The report for the public hearing will include a summary of the public input meeting.
 - ii) The applicant shall mail a notice for the public input meeting(s) to the owners of all properties located within 1000 feet of the perimeter of the project bounds and the Planning Director not less than ten (10) days prior to the scheduled meeting. The notice shall be published in a newspaper with a general circulation to actual paid subscribers located in Columbus County not more than twenty (20) days and not less than ten (10) days prior to the scheduled meeting.
 - iii) The notice shall include the time, date, and location of the meeting as well as a description of the proposal.
 - iv) The applicant's report of the meeting(s) shall include:

- 1) A copy of the letter announcing the meeting
 - 2) A list of adjoining property owners contacted
 - 3) An attendance roster
 - 4) A summary of the issues discussed
 - 5) The results of the meeting including changes to the project's proposal, if any.
- d) **Type of Development Review Process:** The development review process for proposed Planned Development Districts shall be the process specified in this ordinance for conditional zoning, as authorized under the North Carolina General Statutes. If a proposed PD is approved, the resulting zoning district shall be a conditional district. Property may be placed in a conditional district only in response to a petition by all owners of the property to be included.
- e) **Site-Specific Conditions:** A Defining Feature of conditional zoning is the inclusion of site-specific conditions as part of any approval granted. Specific conditions may be proposed by the petitioner or Columbus County or its agencies, but only those conditions approved by Columbus County and consented to by the petitioner in writing may be incorporated into the zoning regulations. Conditions and site-specific standards established in a conditional district shall be limited to those that address the conformance of the development and use of the site to Columbus County ordinances, plans adopted pursuant to N.C.G.S. 160D-501 such as the comprehensive land use plan, and/or the impacts reasonably expected to be generated by the development or use of the site.
- f) **Organization of Planned Development District Regulations** Article 10, Section 3, Standards Applied to All Planned Development Districts, sets out general standards applicable to all planned development districts.
- g) **Conditions to Approval of Application**
1. In approving a petition for the reclassification of property to a PD zoning district, the Administrator or the Planning Board may recommend, and the Board of County Commissioners' request that the applicant add reasonable and appropriate conditions to the approval of the petition. If the applicant and the BOCC do not both explicitly accept these conditions, then the BOCC shall deny the conditional rezoning request.
 2. Any such conditions should relate to the relationship of the proposed use(s) and design to the impact on County services and capital plans adopted, surrounding properties and population, proposed support or accessory facilities such as parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of or access to open space, and other matters that the participants in the public input meeting, staff, Planning Board and County Commission find appropriate, or that the petitioner may propose. Such conditions to approval of the petition may include, but are not necessarily limited to, right-of-way dedication to the state, as appropriate, of any rights-of-way or easements for streets, water, sewer, or other public utilities necessary to serve the proposed development.
 3. The petitioner shall consider and respond to any such conditions after the Planning Board meeting at least three (3) days prior to the staff report for the County Commission being published. If the applicant does not agree with the Planning Board or staff's recommendations of additional conditions, the applicant shall provide written evidence or opinion to support their objection.
 4. If for any reason any condition for approval is found to be illegal or invalid or if the applicant or subsequent owner should fail to accept or fulfill any condition following approval, the approval of any site plan or preliminary plat for the district and the conditional rezoning shall be null and void and of no effect and proceedings shall be instituted by the Administrator to rezone the property to a context-appropriate general use district zoning classification. The Administrator will use appropriate judgement when recommending which properties (developed, undeveloped, vacant, half-built, existing non-conformities, etc.) be reassigned to which general use zoning districts. The rezoning may result in the Review Procedures

creation of nonconformities, which shall be the responsibility of the property owner to rectify at such time as required by Article 10, Nonconformities.

h) Effect of Approval

1. Once a conditional rezoning is approved, the development and use of the property shall be governed by the established standards for the district, the approved sketch plan for the district, and any additional approved rules, regulations, and conditions, all of which shall constitute the zoning regulations for the approved district and are binding on the property as an amendment to these regulations and to the zoning maps.
2. Following the approval of the petition for a conditional zoning district, the subject property shall be identified on the zoning maps by the district designation "PD" and a unique, consecutive numerical identifier. The unique identifier number will reference the approved ordinance and sketch plan that established the zoning district.
3. Since each PD district represents a newly created zoning district, the approved sketch plan and district standards and conditions shall be maintained as an adopted appendix to this Ordinance.
4. The approved sketch plan may substitute for an approved master development plan if it is explicitly reviewed and approved as such during the petition for the PD district.
5. No permit shall be issued for any development activity within a conditional zoning district except in accordance with the approved petition and site plan or preliminary plat (as appropriate) for the district.
6. Any violation of the approved site plan or any rules, regulations and conditions for the district shall be treated the same as any other violation of this Chapter and shall be subject to the same remedies and penalties as any such violation.
7. Review of Planned Development districts. a) It is intended that property shall be reclassified to a conditional zoning district only in the event of firm plans to develop the property. Therefore, no sooner than three (3) years after the date of approval of the petition, the Administrator shall examine the progress made toward developing the property in accordance with the approved conditional zoning district and any standards, uses, requirements, or conditions attached to the approval. b) If the Administrator determines that progress has not been made in accordance with the approved petition and conditions, the Administrator shall begin proceedings to rezone the property(ies) to its previous zoning classification or to another district(s), as appropriate. c) The Administrator shall continue to monitor conditional zoning districts in this manner at least every 2 years, until they are determined to be substantially built out (90% or more of units, square feet, or land built out)

3. Standards Applied to All Planned Development Districts

Before approving a PD zoning district, the Planning Board shall review and pass a recommendation on to the Columbus County Board of Commissioners who shall determine that the application, as well as the master plan map, the statement of intent and development standards document all comply with the following standards, unless expressly stated otherwise. The procedure for approval by the Planning Department and Board of Commissioners shall be the same as any other zoning adoption.

- a) **Planned Development Master Plan Map** A conceptual master plan shall be included with the application and shall be a part of the planned development approval. It shall:
 1. Identify the general location and acreage of individual development areas by land use(s) and/or development density or intensity;
 2. Depict the general configuration and relationship of the principal elements of the proposed development;
 3. Identify the general location, amount and type (active or passive) of open space;
 4. Identify the general configuration of the on-site transportation network, including public and private vehicular, transit, and pedestrian facilities and how they will connect with existing and planned transportation networks;

5. Conceptually identify the general location of on-site potable water, sanitary sewer, and stormwater management facilities and how they will connect to adjacent systems;
 6. Identify the general location of any other on-site public facilities serving the development, such as schools, police or fire protection, EMS, and solid waste management;
 7. Identify the general sequence or phases in which development of the district is proposed to occur.
- b) **Statement of Intent and Development Standards** The statement of intent and development standards document shall incorporate by reference or include, but not be limited to:
1. A written statement of intent for the development, including a description of planning objectives and overall vision for the development at build-out;
 2. A statement describing how the proposed development is in accordance with or complements the County's existing Comprehensive Land Use Plan;
 3. A listing of all permitted uses;
 4. Residential and non-residential dimensional standards, which include at a minimum, lot area, lot width, setbacks, building height, and setbacks from adjoining residential development or residential zoning districts;
 5. For the entire PD district and each development area, the acreage, types, and mix of land uses, number of residential units (by use type), non-residential acreage (by use type), residential development density, and non-residential intensity standards as measured by total square feet per acre based on a floor to area ratio;
 6. The master plan map and specific development standards related to its approval, including any standards related to the form and design of development shown on the master plan map;
 7. Provisions addressing how transportation, potable water, sanitary sewer, stormwater management and other infrastructure will be provided to accommodate the proposed development;
 8. Summary of traffic generation and adjacent traffic facilities capacity. Staff may request a Transportation Impact Analysis (TIA) if traffic conditions warrant;
 9. A phasing narrative, including how residential and non-residential development will be timed, how infrastructure, transportation improvements, and open space will be timed, and how the development will be coordinated with any planned County capital improvements.
 10. A statement regarding responsible parties for maintenance of private or public roads, amenities, open space, and common areas.
- c) **Allowable Uses**
1. Every planned development district shall establish permitted uses by use category and use type as appropriate. The proposed uses shall be listed in table form along with their anticipated density and project area. Uses shall be clearly defined within this section.
 2. Proposed uses shall be consistent with the County's adopted policy guidance, the purpose of the particular type of PD district, and are subject to any additional requirements set forth in Section 3 for the particular type of PD district.
- d) **Mandatory Use Mix** Unless exempted by the Board of Adjustment, a PD district shall include at least one-use type from 2 or more of the following four use classifications or at least 2 different Residential use types:
- i. Residential uses;
 - ii. Institutional uses;

- iii. Commercial uses; and
- iv. Industrial uses.

e) **Development Standards**

1. General

- i. Unless indicated otherwise, all development in a PD district shall comply with the development standards of Columbus County.
- ii. Except where otherwise indicated, nothing shall limit the ability of a planned development to modify the development standards of Columbus County, provided the planned development master plan map and statement of intent and standards document demonstrates how and why the proposed modification is needed.

2. **PD Open Space.** Generally: PDs shall include dedicated acreage for open space in accordance with the formula established in subsection (1), below. Open space may include a combination of common and recreational (active or passive) elements as indicated in subsection (2) below, so long as a minimum of twenty-five (25) percent of the recreational elements provided are made up of active features. The use of specific elements shall be at the discretion of the developer. Open space shall be provided in a manner that is sensitive to the design and anticipated use of the proposed development and should be designed to provide maximum benefit to the inhabitants of the development through its central location, when possible.

i. **Open space calculation formulas.** To calculate the required open space involves the use of two (2) formulas, the formula for the Recreational open space and the formula for the Common open space. The results obtained from the two (2) formulas are then added together to determine the total required open space:

a. Recreational PD open space: At a minimum, the amount of Recreational open space within a POD shall be calculated according to the following formula:

$$A1=D \times 2.45 \times 0.01$$

Where:

A1= the required upland open space area;

D = the number of dwelling units in the PD; Average household density = 2.45 persons; and the Number of acres required per person = 0.01 acres per person.

b. Common PD open space:

$$A1= D \times 2.45 \times 0.01 / 2$$

Where:

A1 = the required common open space area;

D = Number of dwelling units in a PD;

Average household density = 2.45 persons;

And the number of acres required per person = 0.01 acres per person

3. Acceptable common and recreational open space features.

Common open space uses include, but are not limited to:

- a. Natural open water bodies and/or bodies of at least two (2) acres in size capable of supporting aquatic life (generally with a depth of at least four and one-half (4½) feet that can serve for recreational uses.

- b. Natural areas of undisturbed vegetation with maintenance limited to removal of litter, dead trees, plant material and brush.
- c. Areas of cultural significance such as locally or nationally listed historic and archeological sites (including structures, graveyards, and cemeteries).
- d. A developer proposing to use lakes or stormwater ponds to meet the common space requirements must provide certification to the County Engineer that such lake or stormwater pond has been designated to be perpetually filled and capable of supporting aquatic life (generally a minimum perpetual water depth of four and one-half (4½) feet from the bottom storage or outlet elevation is required).

Recreational open space uses include, but are not limited to:

- e. Parks playgrounds, tot-lots, picnic areas, basketball courts, tennis courts, swimming pools, and similar uses.
- f. Greenways, greenbelts, squares, and village greens.
- g. Bicycle paths, bridle paths, footpaths, and sidewalks provided such paths are improved with a surface suitable for the intended use with 1.5 times the improved width crediting as open space. Lands appropriate facilities that provide access to beaches, rivers, and waterways.
- h. Land burdened with easement may be used provided that the easements do not interfere with the use of the land for open space and recreational purposes and if future development does occur, then alternate open space is provided.

4. **Maximum Allowable Density** Dwelling units within a PD district may be concentrated or evenly distributed throughout the development, provided the maximum allowable density for the development as a whole is not exceeded.

5. **Maximum Building Height** The maximum building height for all buildings in a PD district shall be specified on the planned development master plan map or the statement of intent and development standards document.

6. **Final Plat Approval** No final plat for a phase of a planned development shall be approved unless:

- 1) All open space and common elements and public improvements included in previous phases have been conveyed, completed, or subject to a valid financial guarantee
- 2) There is no violation of the PD master plan map or any provision or condition of the PD district in any previous phase; and
- 3) When a development contains common areas, owners' association documents have been prepared and reviewed, and are ready for recordation, or have been recorded, with the Register of Deeds in Columbus County.

4. **Amendments to Approved Planned Development Master Plan Map or the Statement of Intent and Development Standards**

Amendments or modifications to a planned development master plan map or to the statement of intent and development standards shall be considered in accordance with the standards in Article 10, Section 3, Planned Development.

- a. Amendments: Amendments to existing PUDs are classified into two categories Minor and Major as defined below.
- b. Minor Amendments: Minor amendments to existing PUD's include:

- i. No change to overall density
- ii. Reconfiguration of internal layout without modifications to perimeter buffers, access points, or open spaces.
- iii. Reassignment of roadway cross sections within the PUD with cross sections previously approved within the PUD.

Minor amendments may be approved by staff after review by all applicable departments. Staff may elevate a minor amendment to a major amendment if they believe it does not comply with the conditions outlined above.

- c. Major Amendments: Major amendments include any items which do not qualify as minor amendments. Major amendments must be reviewed by staff and presented to the planning board for recommendation and board of adjustment for approval.

Amendments shall include a clear and concise summary of the items proposed to be amended, as well as a full copy of the PUD text included the proposed amended sections. Any items affecting site plan or other previously approved exhibits within the PUD shall include updated exhibits.

MOTION:

Commissioner McDowell made a motion to accept the first reading and establishment of public hearing, seconded by Vice Chairman McMillian. The motion unanimously passed.

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

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

Zone I:	Jerome McMillian	Zone V:	Brent Watts
Zone II:	Chris Smith	Zone VI:	Ricky Bullard
Zone III:	Giles E. Byrd	Zone VII:	Charles T. McDowell
Zone IV:	Lavern Coleman		

COMMITTEE	ZONE /EB	PERSON(S)	EXP. DATE	BOARD ACTION
Animal Control	I	William Christopher Barnhill	08/06/2022	Reappoint
COG – Aging Advisory Council Region O	EB	Judy Ward (resigning)	06/30/2022	Jerome McMillian
Department of Aging Advisory Council	II	Robert Adams (deceased)	06/30/2022	Hold
	V	Wilbur Chestnut (resigning)	06/30/2022	Hold
Home & Community Care Block Grant Committee	I	Barbara Williams	06/30/2022	Shavonda Collins
	II	Anita Adams (resigning)	06/30/2022	Hold
	II	Karen Thurman	06/30/2022	Hold
	V	Henry Milligan	06/30/2022	Hold
	V	Tommy Spivey	06/30/2022	Hold
	VII	J.D. Gore (resigning)	06/30/2022	Hold
Housing Advisory Committee	VII	Judy Ward (resigning)	06/30/2022	Hold
	I	Sherica Powell	06/30/2022	Jamie Reaves
The LAB Advisory Board M=Byrd S=Coleman M=Watts S=Byrd	III	David Solomon	06/30/2022	Hold
	EB	SCC Representative (Dr. Sylvia Cox recommended)		Dr. Sylvia Cox
	EB	SCC Representative (VP Lacie Jacobs recommended)		VP Lacie Jacobs
	EB	Jobs Foundation Representative		Hold
	EB	Jobs Foundation Representative		Hold
	EB	Columbus Chamber of Commerce Representative		Hold
	EB	Tabor City Chamber Representative		Hold
	EB	Fair Bluff Chamber Representative		Hold
	EB	Columbus County At Large		Hold
	EB	Columbus County At Large		Hold
		Columbus County At Large		Hold
		Columbus County At Large		Hold

Southeastern Community Action Partnership M=McMillian S=Watts	EB	Barbara Featherson	06/30/2022	Keisha Jordan
Whiteville City Planning - Zoning Board and Board of Adjustment M=McDowell S=McMillian	EB	Sammy Jacobs	8/1/2022	Reappoint
	EB	Freddie Edwards	8/1/2022	Hold
	EB	Vacant (ETJ)	8/1/2022	Hold
	EB	Vacant (ETJ)	8/1/2024	Hold

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

At 7:35 P.M., Vice Chairman McMillian 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 Commissioner Coleman. The motion unanimously passed.

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

A. June 20, 2022

MOTION:

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

Agenda Item #19: WATER DISTRICTS I, II, III, IV, and V – APPROVAL of CONTRACTS with ON-CALL ENGINEERS SUBJECT to RECOMMENDED MODIFICATIONS by ATTORNEY:

Harold Nobles, Director, requested Board approval.

MOTION:

Vice Chairman McMillian made a motion to approve the contracts subject to recommended modifications by the attorney, seconded by Commissioner Coleman. The motion unanimously passed. A copy of this document will be marked as Exhibit G and kept on file in Minute Book Attachments, Book Number 7, for review, in the Clerk to the Board’s Office.

Agenda Item #20: WATER DISTRICTS I, II, III, IV, and V – FIRST READING of AMENDMENT to the COLUMBUS COUNTY PUBLIC UTILITIES CUSTOMER SERVICE POLICY:

Melanie Hester, Interim Finance Director, requested 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 twelve (12) 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), explain the repairs and sign it 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 15th day of August, 2022.

Ricky Bullard, Chairman

LaToya Williams, Clerk to the Board

MOTION:

Commissioner Byrd made a motion to approve the 1st reading of the Customer Service Policy, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #21: WATER DISTRICTS I, II, III, IV, and V – APPROVAL of GREEN ENGINEERING AGREEMENT for MASTER PLAN STUDY of WATER DISTRICTS I, II, III, IV, and V:

Harold Nobles, Director, requested Board approval.

TASK ORDER

This is Task Order No. Two (2), consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 1, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner: Columbus County
- c. Engineer: Green Engineering, PLLC
- d. Specific Project (title): On-Call Services (FTSE's, Plan Review, Capacity Questions and General Projects)
- e. Specific Project (description): Provide Engineering Services to develop a Countywide Water System Master Plan to include a Planning Horizon of 20 years 2022 to 2042

2. Services of Engineer

- a. Review current water system planning policy(s).
- b. Evaluate "Historical Cost Allocation".
- c. Evaluate present water supply availability and identify future well supply locations.
- d. Evaluate present and future water storage requirements.
- e. Evaluate infrastructure requirements to provide service to unserved areas:
 - 1. System hydraulic modeling requirements.
 - 2. Booster pumping requirements.
 - 3. Existing water main upgrades.
 - 4. New transmission for intra district connections.
- f. Evaluate systemwide standby power requirements.

- g. Evaluate emerging regulatory impacts on present system treatment and related water quality standards.
- h. Assess and extend, as required, the current Supervisory Control and Data Acquisition (SCADA) system.
- i. Evaluate monthly system(s) operations to include water audit, accounting, and reporting.
- j. Recommend and implement Water Loss Reduction Plan.
- k. Evaluate current Well Head Protection plan to include interaction with County Planning.
- l. Evaluate current operations and management policies.
- m. Meet with Finance Department to seek collaboration advice and update current Long-range Financial Plan.
- n. Evaluate current department management policy to improve and enhance future funding agency.
- o. Evaluate and expand well site services in order to provide improved customers service and workload on staff.
- p. Evaluate and make recommendations on current department Rules and Regulations.
- q. Provide one (1) Countywide Water System Master Plan workshop with Commissioners and their Advisory Board representatives for their input.
- r. Provide one (1) Countywide Water System Master Plan presentation with Commissioners and Water System Advisory Board.

3. County's Responsibilities

Owner shall have those responsibilities as set forth in the Agreement between Owner and Engineer for Professional Services dated August 1, 2022.

4. Time of Completion

Engineer will complete and submit the work outlined in this Task Order by January 15, 2023.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Lump Sum Price \$68,500.00

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Consultants retained as of the Effective Date of this Task Order:
7. Other Modifications to Agreement and Exhibits: N/A
8. Attachments: N/A
9. Other Documents Incorporated by Reference:
10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 3

The Effective Date of this Task Order is August 1, 2022.

OWNER: Columbus County

By: _____

Print Name: Edwin H. Madden, Jr.

Title: County Manager

This instrument has been preaudited in the Manner
Required by the Local Government and Fiscal Control Act.

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gail Edwards

Title: Assistant County Manager

Address: 127 W. Webster Street,
Whiteville, North Carolina 28472

E-Mail
Address: gedwards@columbusco.org

Phone: 910-640-6630

ENGINEER: Green Engineering, PLLC

By: 

Print Name: E. Leo Green, III, P.E.

Title: Managing Member

Engineer License or Firm's
Certificate No. (if required): P-0115

State of: North Carolina

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: E. Leo Green, Jr.

Title: Managing Member

Address: 303 Goldsboro Street E.,
Wilson North Carolina 27893

E-Mail
Address: elg@greeneng.com

Phone: 252-237-5365

Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 4

MOTION:

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

Agenda Item #22: WATER DISTRICT IV – APPROVAL of EDA GRANT AWARD:

Harold Nobles, Director, requested Board approval.

FORM CD-450 (REV. 10/18)		U.S. DEPARTMENT OF COMMERCE		<input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT	
FINANCIAL ASSISTANCE AWARD				FEDERAL AWARD ID NUMBER 04-79-07754	
RECIPIENT NAME County of Columbus			PERIOD OF PERFORMANCE 28 months after date of EDA approval		
STREET ADDRESS 612 N. Madison Street			FEDERAL SHARE OF COST \$ 2,086,674		
CITY, STATE, ZIP CODE Whiteville, North Carolina 28472			RECIPIENT SHARE OF COST \$ 2,086,673		
AUTHORITY Public Works and Economic Development Act of 1965, as amended			TOTAL ESTIMATED COST \$ 4,173,347		
CFDA NO. AND NAME 11.307 Economic Adjustment Program					
PROJECT TITLE Water Improvements					
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p>					
<input type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS <input type="checkbox"/> R & D AWARD <input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE <input checked="" type="checkbox"/> SPECIFIC AWARD CONDITIONS (See attached Exhibit "A") <input checked="" type="checkbox"/> LINE ITEM BUDGET (See Attachment 1) <input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101 <input checked="" type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES <input type="checkbox"/> MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION. <input checked="" type="checkbox"/> OTHER(S): <u>EDA Standard Terms and Conditions for Construction Projects, dated March 22, 2021</u>					
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER H. Philip Paradice, Jr., Director, Atlanta Regional Office				DATE H. Philip Paradice, Jr Digitally signed by H. Philip Paradice, Jr Date: 2022.07.19 12:09:05 -04'00'	
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Eddie H. Madden, Jr., County Manager, County of Columbus				DATE	

MOTION:

Vice Chairman McMillian made a motion to approve the EDA Grant Award, seconded by Commissioner Byrd. The motion unanimously passed.

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

At 7:46 P.M., Commissioner McDowell made a motion to adjourn the combination meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #23: COMMENTS:

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

A. Board of Commissioners:

1. **Commissioner Coleman** stated the following:
 - I don't really have anything to say.
 - I appreciate the audience we have and we're here to help, so if you have any problems please contact us, because we want to serve the county and keep it growing.
2. **Commissioner McDowell** stated the following:
 - Just one thing Mr. Chairman, it was good to see, after 9 years, several commissioners and several committees, the courthouse finally begin to come to fruition.
 - It's going to be something, as Mr. Hill said, that everyone could be proud of.
 - I hope it's used for meetings like he discussed because the original courthouse was a meeting facility as well as a courthouse.
 - It's something that can be used for multiple purposes in our county and it was really good to see that presentation and us move forward.
3. **Commissioner Byrd** stated the following:
 - I just want to reiterate and I think that was one issue Ricky and I always agreed on, we wanted to see the courthouse fixed.
 - I am glad to see it being fixed.
 - When talking about the Medicaid funds, I don't grow tobacco anymore but tobacco has fed a lot of families and supported a lot of our schools and helped build a lot of Columbus County.
 - If we're talking about the health department being penalized if we don't join, and I am worried about the impact to the county, but I just can't believe that they want to do all of that, and then these counties that grow tobacco are going to support it.
 - I really want to follow up on that to see if they all do.
 - But yet, Medicaid funds public housing and they allow them to do drugs, tobacco and everything in there with no stipulations, other than it's against the law.
 - At what point do they determine what's the most important.
 - Everybody wants Golden Leaf funds, well that's tobacco money, that should have gone to the farmers in the buyout but it wasn't allowed.
 - So they will fund public housing but won't allow us to smoke on public property, something about that doesn't add up.
4. **Vice Chairman McMillian** stated the following:
 - Mrs. Edwards this is for you and Mr. Nobles.
 - I understand there have been some delays in water projects, are the folks on Silver Spoon Rd still going to get water this year?
 - Mrs. Edwards:** We should be able to start that project in October; we were notified by the contractor that he was having issues getting materials but that he should have what he needs by October of this year.
5. **Chairman Bullard** stated the following:
 - This is a crazy world we live in Commissioner Byrd, we will never be able to figure out all the whys and why nots.
 - We'll do what we have to do to keep the county strong and to that we have to have those Medicaid funds coming in.

RESUME CLOSED SESSION IN ACCORDANCE WITH N.C.G.S. § 143.318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE and (6) PERSONNEL:

MOTION:

Commissioner Watts made a motion to resume closed session, seconded by Vice Chairman McMillian. The motion unanimously passed.

ADJOURN CLOSED SESSION IN ACCORDANCE WITH N.C.G.S. § 143.318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE and (6) PERSONNEL:**MOTION:**

Vice Chairman McMillian made a motion to adjourn closed session, seconded by Commissioner McDowell. The motion unanimously passed.

READING and APPROVAL of CLOSED SESSION GENERAL ACCOUNT:

Board Attorney Boyd Worley orally stated the following Closed Session General Account: "In Closed Session the Board discussed 3 matters of pending litigation and one personnel item. No action was taken by the Board."

MOTION:

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

MOTION:

Commissioner McDowell made a motion to suspend the rules and add an item to the agenda, seconded by Vice Chairman McMillian. The motion unanimously passed.

Agenda Item #24: LAKE WACCAMAW FIRE & RESCUE AUXILIARY CONTRACT:

County Manager Eddie Madden stated the following:

-Sir, it is our recommendation that the Board consider authorizing Mr. Nick West and the administrative staff to notify Lake Waccamaw Fire & Rescue Auxiliary that their contract is to be terminated, effective 90 days from the date of notification, per contract.

MOTION:

Commissioner McDowell made a motion to accept the recommendation made by the County Manger, seconded by Vice Chairman McMillian. A roll-call vote was taken with the following results:

AYES: Chairman Bullard, Vice Chairman McMillian, Commissioners Smith, Coleman, Watts and McDowell; **and**
NAYS: Commissioner Byrd

The motion passes on a six (6) to one (1) vote.

Agenda Item #25: ADJOURNMENT:

At 8:24 P.M., Commissioner McDowell 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 to the Board

RICKY BULLARD, Chairman

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, August 1, 2022
7:35 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**
Chris Smith
Giles E. Byrd
Lavern Coleman
Brent Watts
Charles T. McDowell

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Staff Attorney**
Jay Leatherman, **Finance Director**
LaToya Williams, **Clerk to the Board**

MEETING CALLED TO ORDER:

At 7:35 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District I Board Meeting to order.

Agenda Item #18: COLUMBUS COUNTY WATER and SEWER DISTRICT I BOARD MEETING MINUTES:

A. July 18, 2022 Columbus County Water and Sewer District I Board Meeting

MOTION:

Commissioner Byrd made a motion to approve the July 18, 2022 Columbus County Water and Sewer District I Board Meeting Minutes, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #19: WATER DISTRICT I – APPROVAL OF CONTRACTS WITH ON-CALL ENGINEERS SUBJECT TO RECOMMENDED MODIFICATIONS BY ATTORNEY:

Harold Nobles, Director, requested Board approval.

MOTION:

Vice Chairman McMillian made a motion to approve the contracts subject to recommended modifications by the attorney, seconded by Commissioner Coleman. The motion unanimously passed. A copy of this document will be marked as Exhibit G and kept on file in Minute Book Attachments, Book Number 7, for review, in the Clerk to the Board's Office.

Agenda Item #20: WATER DISTRICT I – FIRST READING of AMENDMENT to the COLUMBUS COUNTY PUBLIC UTILITIES CUSTOMER SERVICE POLICY:

Melanie Hester, Interim Finance Director, requested 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 twelve (12) 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), explain the repairs and sign it 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 15th day of August, 2022.

Ricky Bullard, Chairman

LaToya Williams, Clerk to the Board

MOTION:

Commissioner Byrd made a motion to approve the 1st reading of the Customer Service Policy, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #21: WATER DISTRICT I- APPROVAL of GREEN ENGINEERING AGREEMENT for MASTER PLAN STUDY of WATER DISTRICT I:

Harold Nobles, Director, requested Board approval.

TASK ORDER

This is Task Order No. Two (2), consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 1, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner: Columbus County
- c. Engineer: Green Engineering, PLLC
- d. Specific Project (title): On-Call Services (FTSE's, Plan Review, Capacity Questions and General Projects)
- e. Specific Project (description): Provide Engineering Services to develop a Countywide Water System Master Plan to include a Planning Horizon of 20 years 2022 to 2042

2. Services of Engineer

- a. Review current water system planning policy(s).
- b. Evaluate "Historical Cost Allocation".
- c. Evaluate present water supply availability and identify future well supply locations.
- d. Evaluate present and future water storage requirements.
- e. Evaluate infrastructure requirements to provide service to unserved areas:
 - 1. System hydraulic modeling requirements.
 - 2. Booster pumping requirements.
 - 3. Existing water main upgrades.
 - 4. New transmission for intra district connections.
- f. Evaluate systemwide standby power requirements.

- g. Evaluate emerging regulatory impacts on present system treatment and related water quality standards.
- h. Assess and extend, as required, the current Supervisory Control and Data Acquisition (SCADA) system.
- i. Evaluate monthly system(s) operations to include water audit, accounting, and reporting.
- j. Recommend and implement Water Loss Reduction Plan.
- k. Evaluate current Well Head Protection plan to include interaction with County Planning.
- l. Evaluate current operations and management policies.
- m. Meet with Finance Department to seek collaboration advice and update current Long-range Financial Plan.
- n. Evaluate current department management policy to improve and enhance future funding agency.
- o. Evaluate and expand well site services in order to provide improved customers service and workload on staff.
- p. Evaluate and make recommendations on current department Rules and Regulations.
- q. Provide one (1) Countywide Water System Master Plan workshop with Commissioners and their Advisory Board representatives for their input.
- r. Provide one (1) Countywide Water System Master Plan presentation with Commissioners and Water System Advisory Board.

3. County's Responsibilities

Owner shall have those responsibilities as set forth in the Agreement between Owner and Engineer for Professional Services dated August 1, 2022.

4. Time of Completion

Engineer will complete and submit the work outlined in this Task Order by January 15, 2023.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Lump Sum Price \$68,500.00

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

- 6. Consultants retained as of the Effective Date of this Task Order:
- 7. Other Modifications to Agreement and Exhibits: N/A
- 8. Attachments: N/A
- 9. Other Documents Incorporated by Reference:
- 10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

Exhibit K – Amendment to Task Order
 EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
 Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Page 3

The Effective Date of this Task Order is August 1, 2022.

OWNER: Columbus County

ENGINEER: Green Engineering, PLLC

By: _____

By: E. Leo Green

Print Name: Edwin H. Madden, Jr.

Print Name: E. Leo Green, III, P.E.

Title: County Manager

Title: Managing Member

This instrument has been preaudited in the Manner Required by the Local Government and Fiscal Control Act.

Engineer License or Firm's Certificate No. (if required): P-0115

State of: North Carolina

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gail Edwards

Name: E. Leo Green, Jr.

Title: Assistant County Manager

Title: Managing Member

Address: 127 W. Webster Street,
Whiteville, North Carolina 28472

Address: 303 Goldsboro Street E.,
Wilson North Carolina 27893

E-Mail Address: gedwards@columbusco.org

E-Mail Address: elg@greeneng.com

Phone: 910-640-6630

Phone: 252-237-5365

Exhibit K – Amendment to Task Order
 EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
 Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Page 4

MOTION:

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

ADJOURNMENT:

At 7:46 P.M., Commissioner McDowell made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

LATOYA WILLIAMS, Clerk to the Board

RICKY BULLARD, Chairman

INTENTIONALLY

LEFT

BLANK

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, August 1, 2022
7:35 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**
Chris Smith
Giles E. Byrd
Lavern Coleman
Brent Watts
Charles T. McDowell

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Staff Attorney**
Jay Leatherman, **Finance Director**
LaToya Williams, **Clerk to the Board**

MEETING CALLED TO ORDER:

At 7:35 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District II Board Meeting to order.

Agenda Item #18: COLUMBUS COUNTY WATER and SEWER DISTRICT II BOARD MEETING MINUTES:

A. July 18, 2022 Columbus County Water and Sewer District II Board Meeting

MOTION:

Commissioner Byrd made a motion to approve the July 18, 2022 Columbus County Water and Sewer District I Board Meeting Minutes, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #19: WATER DISTRICT II – APPROVAL OF CONTRACTS WITH ON-CALL ENGINEERS SUBJECT TO RECOMMENDED MODIFICATIONS BY ATTORNEY:

Harold Nobles, Director, requested Board approval.

MOTION:

Vice Chairman McMillian made a motion to approve the contracts subject to recommended modifications by the attorney, seconded by Commissioner Coleman. The motion unanimously passed. A copy of this document will be marked as Exhibit G and kept on file in Minute Book Attachments, Book Number 7, for review, in the Clerk to the Board's Office.

Agenda Item #20: WATER DISTRICT II – FIRST READING of AMENDMENT to the COLUMBUS COUNTY PUBLIC UTILITIES CUSTOMER SERVICE POLICY:

Melanie Hester, Interim Finance Director, requested 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 twelve (12) 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), explain the repairs and sign it 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 15th day of August, 2022.

Ricky Bullard, Chairman

LaToya Williams, Clerk to the Board

MOTION:

Commissioner Byrd made a motion to approve the 1st reading of the Customer Service Policy, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #21: WATER DISTRICT II – APPROVAL of GREEN ENGINEERING AGREEMENT for MASTER PLAN STUDY of WATER DISTRICT II:

Harold Nobles, Director, requested Board approval.

TASK ORDER

This is Task Order No. Two (2), consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 1, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner: Columbus County
- c. Engineer: Green Engineering, PLLC
- d. Specific Project (title): On-Call Services (FTSE's, Plan Review, Capacity Questions and General Projects)
- e. Specific Project (description): Provide Engineering Services to develop a Countywide Water System Master Plan to include a Planning Horizon of 20 years 2022 to 2042

2. Services of Engineer

- a. Review current water system planning policy(s).
- b. Evaluate "Historical Cost Allocation".
- c. Evaluate present water supply availability and identify future well supply locations.
- d. Evaluate present and future water storage requirements.
- e. Evaluate infrastructure requirements to provide service to unserved areas:
 - 1. System hydraulic modeling requirements.
 - 2. Booster pumping requirements.
 - 3. Existing water main upgrades.
 - 4. New transmission for intra district connections.
- f. Evaluate systemwide standby power requirements.

- g. Evaluate emerging regulatory impacts on present system treatment and related water quality standards.
- h. Assess and extend, as required, the current Supervisory Control and Data Acquisition (SCADA) system.
- i. Evaluate monthly system(s) operations to include water audit, accounting, and reporting.
- j. Recommend and implement Water Loss Reduction Plan.
- k. Evaluate current Well Head Protection plan to include interaction with County Planning.
- l. Evaluate current operations and management policies.
- m. Meet with Finance Department to seek collaboration advice and update current Long-range Financial Plan.
- n. Evaluate current department management policy to improve and enhance future funding agency.
- o. Evaluate and expand well site services in order to provide improved customers service and workload on staff.
- p. Evaluate and make recommendations on current department Rules and Regulations.
- q. Provide one (1) Countywide Water System Master Plan workshop with Commissioners and their Advisory Board representatives for their input.
- r. Provide one (1) Countywide Water System Master Plan presentation with Commissioners and Water System Advisory Board.

3. County's Responsibilities

Owner shall have those responsibilities as set forth in the Agreement between Owner and Engineer for Professional Services dated August 1, 2022.

4. Time of Completion

Engineer will complete and submit the work outlined in this Task Order by January 15, 2023.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Lump Sum Price \$68,500.00

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

- 6. Consultants retained as of the Effective Date of this Task Order:
- 7. Other Modifications to Agreement and Exhibits: N/A
- 8. Attachments: N/A
- 9. Other Documents Incorporated by Reference:
- 10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

Exhibit K – Amendment to Task Order
 EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
 Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

The Effective Date of this Task Order is August 1, 2022.

OWNER: Columbus County

ENGINEER: Green Engineering, PLLC

By: _____

By: E. Leo Green

Print Name: Edwin H. Madden, Jr.

Print Name: E. Leo Green, III, P.E.

Title: County Manager

Title: Managing Member

This instrument has been preaudited in the Manner
 Required by the Local Government and Fiscal Control Act.

Engineer License or Firm's
 Certificate No. (if required): P-0115

State of: North Carolina

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gail Edwards

Name: E. Leo Green, Jr.

Title: Assistant County Manager

Title: Managing Member

Address: 127 W. Webster Street,
 Whiteville, North Carolina 28472

Address: 303 Goldsboro Street E.,
 Wilson North Carolina 27893

E-Mail
 Address: gedwards@columbusco.org

E-Mail
 Address: elg@greeneng.com

Phone: 910-640-6630

Phone: 252-237-5365

Exhibit K – Amendment to Task Order
 EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
 Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

MOTION:

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

ADJOURNMENT:

At 7:46 P.M., Commissioner McDowell made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

LATOYA WILLIAMS, Clerk to the Board

RICKY BULLARD, Chairman

INTENTIONALLY

LEFT

BLANK

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

Monday, August 1, 2022

7:35 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**
Chris Smith
Giles E. Byrd
Lavern Coleman
Brent Watts
Charles T. McDowell

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Staff Attorney**
Jay Leatherman, **Finance Director**
LaToya Williams, **Clerk to the Board**

MEETING CALLED TO ORDER:

At 7:35 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District III Board Meeting to order.

Agenda Item #18: COLUMBUS COUNTY WATER and SEWER DISTRICT III BOARD MEETING MINUTES:

A. July 18, 2022 Columbus County Water and Sewer District III Board Meeting

MOTION:

Commissioner Byrd made a motion to approve the July 18, 2022 Columbus County Water and Sewer District III Board Meeting Minutes, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #19: WATER DISTRICT III – APPROVAL OF CONTRACTS WITH ON-CALL ENGINEERS SUBJECT TO RECOMMENDED MODIFICATIONS BY ATTORNEY:

Harold Nobles, Director, requested Board approval.

MOTION:

Vice Chairman McMillian made a motion to approve the contracts subject to recommended modifications by the attorney, seconded by Commissioner Coleman. The motion unanimously passed. A copy of this document will be marked as Exhibit G and kept on file in Minute Book Attachments, Book Number 7, for review, in the Clerk to the Board's Office.

Agenda Item #20: WATER DISTRICTS III – FIRST READING of AMENDMENT to the COLUMBUS COUNTY PUBLIC UTILITIES CUSTOMER SERVICE POLICY:

Melanie Hester, Interim Finance Director, requested 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 twelve (12) 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), explain the repairs and sign it 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 15th day of August, 2022.

Ricky Bullard, Chairman

LaToya Williams, Clerk to the Board

MOTION:

Commissioner Byrd made a motion to approve the 1st reading of the Customer Service Policy, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #21: WATER DISTRICT III – APPROVAL of GREEN ENGINEERING AGREEMENT for MASTER PLAN STUDY of WATER DISTRICT III:

Harold Nobles, Director, requested Board approval.

TASK ORDER

This is Task Order No. Two (2), consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 1, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data
 - a. Effective Date of Task Order:
 - b. Owner: Columbus County
 - c. Engineer: Green Engineering, PLLC
 - d. Specific Project (title): On-Call Services (FTSE's, Plan Review, Capacity Questions and General Projects)
 - e. Specific Project (description): Provide Engineering Services to develop a Countywide Water System Master Plan to include a Planning Horizon of 20 years 2022 to 2042

2. Services of Engineer
 - a. Review current water system planning policy(s).
 - b. Evaluate "Historical Cost Allocation".
 - c. Evaluate present water supply availability and identify future well supply locations.
 - d. Evaluate present and future water storage requirements.
 - e. Evaluate infrastructure requirements to provide service to unserved areas:
 1. System hydraulic modeling requirements.
 2. Booster pumping requirements.
 3. Existing water main upgrades.
 4. New transmission for intra district connections.
 - f. Evaluate systemwide standby power requirements.

- g. Evaluate emerging regulatory impacts on present system treatment and related water quality standards.
- h. Assess and extend, as required, the current Supervisory Control and Data Acquisition (SCADA) system.
- i. Evaluate monthly system(s) operations to include water audit, accounting, and reporting.
- j. Recommend and implement Water Loss Reduction Plan.
- k. Evaluate current Well Head Protection plan to include interaction with County Planning.
- l. Evaluate current operations and management policies.
- m. Meet with Finance Department to seek collaboration advice and update current Long-range Financial Plan.
- n. Evaluate current department management policy to improve and enhance future funding agency.
- o. Evaluate and expand well site services in order to provide improved customers service and workload on staff.
- p. Evaluate and make recommendations on current department Rules and Regulations.
- q. Provide one (1) Countywide Water System Master Plan workshop with Commissioners and their Advisory Board representatives for their input.
- r. Provide one (1) Countywide Water System Master Plan presentation with Commissioners and Water System Advisory Board.

3. County's Responsibilities

Owner shall have those responsibilities as set forth in the Agreement between Owner and Engineer for Professional Services dated August 1, 2022.

4. Time of Completion

Engineer will complete and submit the work outlined in this Task Order by January 15, 2023.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Lump Sum Price \$68,500.00

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

- 6. Consultants retained as of the Effective Date of this Task Order:
- 7. Other Modifications to Agreement and Exhibits: N/A
- 8. Attachments: N/A
- 9. Other Documents Incorporated by Reference:
- 10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

Exhibit K – Amendment to Task Order
 EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
 Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Page 3

The Effective Date of this Task Order is August 1, 2022.

OWNER: Columbus County

ENGINEER: Green Engineering, PLLC

By: _____

By: E. Leo Green

Print Name: Edwin H. Madden, Jr.

Print Name: E. Leo Green, III, P.E.

Title: County Manager

Title: Managing Member

This instrument has been preaudited in the Manner
 Required by the Local Government and Fiscal Control Act.

Engineer License or Firm's
 Certificate No. (if required): P-0115

State of: North Carolina

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gail Edwards

Name: E. Leo Green, Jr.

Title: Assistant County Manager

Title: Managing Member

Address: 127 W. Webster Street,
 Whiteville, North Carolina 28472

Address: 303 Goldsboro Street E.,
 Wilson North Carolina 27893

E-Mail
 Address: gedwards@columbusco.org

E-Mail
 Address: elg@greeneng.com

Phone: 910-640-6630

Phone: 252-237-5365

Exhibit K – Amendment to Task Order
 EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
 Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Page 4

MOTION:

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

ADJOURNMENT:

At 7:46 P.M., Commissioner McDowell made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

LATOYA WILLIAMS, Clerk to the Board

RICKY BULLARD, Chairman

INTENTIONALLY

LEFT

BLANK

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, August 1, 2022
7:35 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**
Chris Smith
Giles E. Byrd
Lavern Coleman
Brent Watts
Charles T. McDowell

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Staff Attorney**
Jay Leatherman, **Finance Director**
LaToya Williams, **Clerk to the Board**

MEETING CALLED TO ORDER:

At 7:35 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District IV Board Meeting to order.

Agenda Item #18: COLUMBUS COUNTY WATER and SEWER DISTRICT IV BOARD MEETING MINUTES:

A. July 18, 2022 Columbus County Water and Sewer District IV Board Meeting

MOTION:

Commissioner Byrd made a motion to approve the July 18, 2022 Columbus County Water and Sewer District IV Board Meeting Minutes, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #19: WATER DISTRICT IV – APPROVAL OF CONTRACTS WITH ON-CALL ENGINEERS SUBJECT TO RECOMMENDED MODIFICATIONS BY ATTORNEY:

Harold Nobles, Director, requested Board approval.

MOTION:

Vice Chairman McMillian made a motion to approve the contracts subject to recommended modifications by the attorney, seconded by Commissioner Coleman. The motion unanimously passed. A copy of this document will be marked as Exhibit G and kept on file in Minute Book Attachments, Book Number 7, for review, in the Clerk to the Board's Office.

Agenda Item #20: WATER DISTRICT IV – FIRST READING of AMENDMENT to the COLUMBUS COUNTY PUBLIC UTILITIES CUSTOMER SERVICE POLICY:

Melanie Hester, Interim Finance Director, requested 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 twelve (12) 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), explain the repairs and sign it 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 15th day of August, 2022.

Ricky Bullard, Chairman

LaToya Williams, Clerk to the Board

MOTION:

Commissioner Byrd made a motion to approve the 1st reading of the Customer Service Policy, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #21: WATER DISTRICT IV – APPROVAL of GREEN ENGINEERING AGREEMENT for MASTER PLAN STUDY of WATER DISTRICT IV:

Harold Nobles, Director, requested Board approval.

TASK ORDER

This is Task Order No. Two (2), consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 1, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner: Columbus County
- c. Engineer: Green Engineering, PLLC
- d. Specific Project (title): On-Call Services (FTSE's, Plan Review, Capacity Questions and General Projects)
- e. Specific Project (description): Provide Engineering Services to develop a Countywide Water System Master Plan to include a Planning Horizon of 20 years 2022 to 2042

2. Services of Engineer

- a. Review current water system planning policy(s).
- b. Evaluate "Historical Cost Allocation".
- c. Evaluate present water supply availability and identify future well supply locations.
- d. Evaluate present and future water storage requirements.
- e. Evaluate infrastructure requirements to provide service to unserved areas:
 - 1. System hydraulic modeling requirements.
 - 2. Booster pumping requirements.
 - 3. Existing water main upgrades.
 - 4. New transmission for intra district connections.
- f. Evaluate systemwide standby power requirements.

- g. Evaluate emerging regulatory impacts on present system treatment and related water quality standards.
 - h. Assess and extend, as required, the current Supervisory Control and Data Acquisition (SCADA) system.
 - i. Evaluate monthly system(s) operations to include water audit, accounting, and reporting.
 - j. Recommend and implement Water Loss Reduction Plan.
 - k. Evaluate current Well Head Protection plan to include interaction with County Planning.
 - l. Evaluate current operations and management policies.
 - m. Meet with Finance Department to seek collaboration advice and update current Long-range Financial Plan.
 - n. Evaluate current department management policy to improve and enhance future funding agency.
 - o. Evaluate and expand well site services in order to provide improved customers service and workload on staff.
 - p. Evaluate and make recommendations on current department Rules and Regulations.
 - q. Provide one (1) Countywide Water System Master Plan workshop with Commissioners and their Advisory Board representatives for their input.
 - r. Provide one (1) Countywide Water System Master Plan presentation with Commissioners and Water System Advisory Board.
3. County's Responsibilities

Owner shall have those responsibilities as set forth in the Agreement between Owner and Engineer for Professional Services dated August 1, 2022.

4. Time of Completion

Engineer will complete and submit the work outlined in this Task Order by January 15, 2023.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:
Lump Sum Price \$68,500.00
- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

- 6. Consultants retained as of the Effective Date of this Task Order:
- 7. Other Modifications to Agreement and Exhibits: N/A
- 8. Attachments: N/A
- 9. Other Documents Incorporated by Reference:
- 10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

Exhibit K – Amendment to Task Order
 EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
 Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Page 3

The Effective Date of this Task Order is August 1, 2022.

OWNER: Columbus County

ENGINEER: Green Engineering, PLLC

By: _____

By: E. Leo Green

Print Name: Edwin H. Madden, Jr.

Print Name: E. Leo Green, III, P.E.

Title: County Manager

Title: Managing Member

This instrument has been preaudited in the Manner
 Required by the Local Government and Fiscal Control Act.

Engineer License or Firm's
 Certificate No. (if required): P-0115

State of: North Carolina

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gail Edwards

Name: E. Leo Green, Jr.

Title: Assistant County Manager

Title: Managing Member

Address: 127 W. Webster Street,
 Whiteville, North Carolina 28472

Address: 303 Goldsboro Street E.,
 Wilson North Carolina 27893

E-Mail
 Address: gedwards@columbusco.org

E-Mail
 Address: elg@greeneng.com

Phone: 910-640-6630

Phone: 252-237-5365

Exhibit K – Amendment to Task Order
 EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
 Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Page 4

MOTION:

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

Agenda Item #22: WATER DISTRICT IV – APPROVAL of EDA GRANT AWARD:

Harold Nobles, Director, requested Board approval.

FORM CD-450 (REV. 10/18)		U.S. DEPARTMENT OF COMMERCE		<input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT	
FINANCIAL ASSISTANCE AWARD				FEDERAL AWARD ID NUMBER 04-79-07754	
RECIPIENT NAME County of Columbus			PERIOD OF PERFORMANCE 28 months after date of EDA approval		
STREET ADDRESS 612 N. Madison Street			FEDERAL SHARE OF COST \$ 2,086,674		
CITY, STATE, ZIP CODE Whiteville, North Carolina 28472			RECIPIENT SHARE OF COST \$ 2,086,673		
AUTHORITY Public Works and Economic Development Act of 1965, as amended			TOTAL ESTIMATED COST \$ 4,173,347		
CFDA NO. AND NAME 11.307 Economic Adjustment Program					
PROJECT TITLE Water Improvements					
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p> <p><input type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS</p> <p><input type="checkbox"/> R & D AWARD</p> <p><input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE</p> <p><input checked="" type="checkbox"/> SPECIFIC AWARD CONDITIONS (See attached Exhibit "A")</p> <p><input checked="" type="checkbox"/> LINE ITEM BUDGET (See Attachment 1)</p> <p><input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101</p> <p><input checked="" type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES</p> <p><input type="checkbox"/> MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.</p> <p><input checked="" type="checkbox"/> OTHER(S): <u>EDA Standard Terms and Conditions for Construction Projects, dated March 22, 2021</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER H. Philip Paradice, Jr., Director, Atlanta Regional Office				DATE Digitally signed by H. Philip Paradice, Jr Date: 2022.07.19 12:09:05 -0400	
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Eddie H. Madden, Jr., County Manager, County of Columbus				DATE	

MOTION:

Vice Chairman McMillian made a motion to approve the EDA Grant Award, seconded by Commissioner Byrd. The motion unanimously passed.

ADJOURNMENT:

At 7:46 P.M., Commissioner McDowell made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

LATOYA WILLIAMS, Clerk to the Board

RICKY BULLARD, Chairman

INTENTIONALLY

LEFT

BLANK

COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V
COMBINATION BOARD MEETING
Monday, August 1, 2022
7:35 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**
 Chris Smith
 Giles E. Byrd
 Lavern Coleman
 Brent Watts
 Charles T. McDowell

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
 Amanda B. Prince, **Staff Attorney**
 Jay Leatherman, **Finance Director**
 LaToya Williams, **Clerk to the Board**

MEETING CALLED TO ORDER:

At 7:35 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District V Board Meeting to order.

Agenda Item #18: COLUMBUS COUNTY WATER and SEWER DISTRICT V BOARD MEETING MINUTES:

A. July 18, 2022 Columbus County Water and Sewer District V Board Meeting

MOTION:

Commissioner Byrd made a motion to approve the July 18, 2022 Columbus County Water and Sewer District V Board Meeting Minutes, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #19: WATER DISTRICT V – APPROVAL OF CONTRACTS WITH ON-CALL ENGINEERS SUBJECT TO RECOMMENDED MODIFICATIONS BY ATTORNEY:

Harold Nobles, Director, requested Board approval.

MOTION:

Vice Chairman McMillian made a motion to approve the contracts subject to recommended modifications by the attorney, seconded by Commissioner Coleman. The motion unanimously passed. A copy of this document will be marked as Exhibit G and kept on file in Minute Book Attachments, Book Number 7, for review, in the Clerk to the Board's Office.

Agenda Item #20: WATER DISTRICT V – FIRST READING of AMENDMENT to the COLUMBUS COUNTY PUBLIC UTILITIES CUSTOMER SERVICE POLICY:

Melanie Hester, Interim Finance Director, requested 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 twelve (12) 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), explain the repairs and sign it 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 15th day of August, 2022.

Ricky Bullard, Chairman

LaToya Williams, Clerk to the Board

MOTION:

Commissioner Byrd made a motion to approve the 1st reading of the Customer Service Policy, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #21: WATER DISTRICT V – APPROVAL of GREEN ENGINEERING AGREEMENT for MASTER PLAN STUDY of WATER DISTRICT V:

Harold Nobles, Director, requested Board approval.

TASK ORDER

This is Task Order No. Two (2), consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 1, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data
 - a. Effective Date of Task Order:
 - b. Owner: Columbus County
 - c. Engineer: Green Engineering, PLLC
 - d. Specific Project (title): On-Call Services (FTSE's, Plan Review, Capacity Questions and General Projects)
 - e. Specific Project (description): Provide Engineering Services to develop a Countywide Water System Master Plan to include a Planning Horizon of 20 years 2022 to 2042

2. Services of Engineer
 - a. Review current water system planning policy(s).
 - b. Evaluate "Historical Cost Allocation".
 - c. Evaluate present water supply availability and identify future well supply locations.
 - d. Evaluate present and future water storage requirements.
 - e. Evaluate infrastructure requirements to provide service to unserved areas:
 1. System hydraulic modeling requirements.
 2. Booster pumping requirements.
 3. Existing water main upgrades.
 4. New transmission for intra district connections.
 - f. Evaluate systemwide standby power requirements.

- g. Evaluate emerging regulatory impacts on present system treatment and related water quality standards.
- h. Assess and extend, as required, the current Supervisory Control and Data Acquisition (SCADA) system.
- i. Evaluate monthly system(s) operations to include water audit, accounting, and reporting.
- j. Recommend and implement Water Loss Reduction Plan.
- k. Evaluate current Well Head Protection plan to include interaction with County Planning.
- l. Evaluate current operations and management policies.
- m. Meet with Finance Department to seek collaboration advice and update current Long-range Financial Plan.
- n. Evaluate current department management policy to improve and enhance future funding agency.
- o. Evaluate and expand well site services in order to provide improved customers service and workload on staff.
- p. Evaluate and make recommendations on current department Rules and Regulations.
- q. Provide one (1) Countywide Water System Master Plan workshop with Commissioners and their Advisory Board representatives for their input.
- r. Provide one (1) Countywide Water System Master Plan presentation with Commissioners and Water System Advisory Board.

3. County's Responsibilities

Owner shall have those responsibilities as set forth in the Agreement between Owner and Engineer for Professional Services dated August 1, 2022.

4. Time of Completion

Engineer will complete and submit the work outlined in this Task Order by January 15, 2023.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Lump Sum Price \$68,500.00

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

- 6. Consultants retained as of the Effective Date of this Task Order:
- 7. Other Modifications to Agreement and Exhibits: N/A
- 8. Attachments: N/A
- 9. Other Documents Incorporated by Reference:
- 10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

Exhibit K – Amendment to Task Order
 EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
 Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Page 3

The Effective Date of this Task Order is August 1, 2022.

OWNER: Columbus County

ENGINEER: Green Engineering, PLLC

By: _____

By: E. Leo Green

Print Name: Edwin H. Madden, Jr.

Print Name: E. Leo Green, III, P.E.

Title: County Manager

Title: Managing Member

This instrument has been preaudited in the Manner
 Required by the Local Government and Fiscal Control Act.

Engineer License or Firm's
 Certificate No. (if required): P-0115

State of: North Carolina

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gail Edwards

Name: E. Leo Green, Jr.

Title: Assistant County Manager

Title: Managing Member

Address: 127 W. Webster Street,
 Whiteville, North Carolina 28472

Address: 303 Goldsboro Street E.,
 Wilson North Carolina 27893

E-Mail
 Address: gedwards@columbusco.org

E-Mail
 Address: elg@greeneng.com

Phone: 910-640-6630

Phone: 252-237-5365

Exhibit K – Amendment to Task Order
 EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
 Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Page 4

MOTION:

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

ADJOURNMENT:

At 7:46 P.M., Commissioner McDowell made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

LATOYA WILLIAMS, Clerk to the Board

RICKY BULLARD, Chairman

INTENTIONALLY

LEFT

BLANK