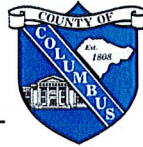


# ***COLUMBUS COUNTY BOARD OF COMMISSIONERS***

**127 W. Webster St  
Whiteville, NC 28472**



## **AGENDA**

**Monday, August 18, 2025  
5:00 P.M. Closed Session  
6:30 P.M. – Regular Session**

- 1. Meeting Called to Order:** Chairman Lavern Coleman

**RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE, N.C.G.S. § 143-318.11(A)(4) ECONOMIC DEVELOPMENT, and N.C.G.S. § 143-318.11(A)(5) REAL ESTATE**

- 1. Closed Session in Accordance with N.C.G. N.C.G.S. § 143-318.11(A)(3) Attorney-Client Privilege, N.C.G.S. § 143-318.11(A)(4) Economic Development, and N.C.G.S. § 143-318.11(A)(5) Real Estate**

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

### **GENERAL ACCOUNT:**

**Regular Session Resumes at 6:30 P.M.**

- 2. Invocation:** Vice Chairman Chris Smith
- 3. Pledge of Allegiance:** Commissioner Scott Floyd

**PUBLIC HEARING - 6:30 PM or as soon as can be heard: Regarding the Coleman Tract PUD on Dothan Road, Tabor City, NC**

**PUBLIC HEARING - 6:30 PM or as soon as can be heard: Regarding the JT Sarvis Tract PUD Located on Peacock Road, Tabor City, NC:**

**4. Approval of Agenda**

**5. Board Minutes Approval:**

a. August 4, 2025 Regular Session

**Board Minutes Section**

- 6. Proclamation – Recognition and Support for the Columbus County Dixie Junior Baseball League 13U Team for Participation and Success in the 2025 World Series.**
- 7. Proclamation – Adoption of the Proclamation of Recognition for East Columbus Future Farmers of American (FFA) Parliamentary Procedures Team State Champions.**
- 8. Proclamation – Adoption of the Proclamation of Recognition Dr. Chris English and Southeastern Community College for the Astonishing Rise in Enrollment and Overall Success for Columbus County.**
- 9. Letter of Recognition – Retirement and Appreciation of Gary Lanier**

**10. Public Input**

- 11. Planning Department – Approval to Establish the Coleman Tract as a Planned Unit Development Zoning District Located on Dothan Road, Tabor City, NC:** EDC and Planning Director Gary Lanier is requesting approval to establish the Coleman Tract as a Planned Unit Development Zoning District, located on Dothan Rd., Tabor City. This action item is associated with the previously held public hearing. **(Gary Lanier will be available for any questions the commissioners may have.)**

**Pages: 1-23**

- 12. Planning Department – Approval to Establish the JT Sarvis Tract as a Planned Unit Development Zoning District Located on Peacock Road, Tabor City, NC:** EDC and Planning Director Gary Lanier is requesting approval to establish the JT Sarvis Tract as a Planned Unit Development Zoning District located on Peacock Road, Tabor City. This action item is associated with the previously held public hearing. **(Gary Lanier will be available for any questions the commissioners may have.)**

**Pages: 24-33**

- 13. Planning Department – Approval to Establish a Public Hearing Regarding the Amended Code Enforcement Ordinance:** EDC and Planning Director Gary Lanier is requesting approval to establish a public hearing on Monday, September 15<sup>th</sup>, 2025 at 6:30 P.M., or as soon as can be heard, regarding the amended Code Enforcement Ordinance. **(Gary Lanier will be available for any questions the commissioners may have.)**

**Pages: 34-36**



- 14. Administration – Approval of the Foundation Forward Letter of Intent regarding the Charters of Freedom:** County Manager Eddie Madden is requesting approval of the Foundation Forward Letter of Intent regarding the Charters of Freedom. (Eddie Madden will be available for any questions the commissioners may have.) **Pages: 37-39**
- 15. Administration – Approval of the Resolution to Cancel the September 2<sup>nd</sup>, 2025 Regular Session Meeting:** County Manager Eddie Madden is requesting approval of the resolution canceling the September 2<sup>nd</sup>, 2025 regular session meeting. (Eddie Madden will be available for any questions the commissioners may have.) **Pages: 40-41**
- 16. Administration – Approval of the Lease with the Columbus County Literacy Council for Office Space Located at 106 Courthouse Square:** County Manager Eddie Madden is requesting approval of the lease with the Columbus County Literacy Council for office space located at 106 Courthouse Square. (Eddie Madden will be available for any questions the commissioners may have.) **Pages: 42-52**
- 17. Transportation – Approval of the Capital Project Ordinance for the Transportation Building Expansion Project:** Transportation Director Joy Jacobs is requesting approval of the capital project ordinance in the amount of \$350,000 setting up the budget for the Columbus County Transportation Building Expansion Project. (Joy Jacobs will be available for any questions the commissioners may have.) **Pages: 53-55**
- 18. Health Services – Approval of the Contract with Coastal Dental Health Staffing for a Temporary Dentist:** Health Services Director Daniel Buck is requesting approval of the contract for a temporary dentist. Funds were pre budgeted in the FY 25/26 Health Services Budget. (Daniel Buck will be available for any questions the commissioners may have.) **Pages: 56-61**
- 19. Department of Aging – Approval of Automatic Lease Renewals for the Columbus County Senior Centers:** Department of Aging Director Kristie Massey is requesting approval of the automatic lease renewals for the following Columbus County Senior Centers:
- a. Bolton Senior Center
  - b. Chadbourn Senior Center
  - c. East Columbus Senior Center
  - d. Tabor City Senior Center
- (Kristie Massey will be available for any questions the commissioners may have.) **Pages: 62-72**
- 20. Emergency Services – Approval of the Contract and Requisition with Coastal Architecture for the Design and Installation of Automatic Transfer Switches at Emergency Shelter Locations:** Emergency Services Director Kay Stephens is requesting approval of the contract and requisition with Coastal Architecture in the amount of \$68,600 for the design and installation of automatic transfer switches at emergency shelter locations.

This is grant funded. (Kay Stephens will be available for any questions the commissioners may have.)

- 21. Attorney’s Office – Approval to Participate in Settlement regarding Sackler which is associated with the Ongoing Opioid Settlement:** Amanda Prince is requesting approval participate in settlement regarding Sackler which is associated with the ongoing Opioid Settlement. (Amanda Prince will be available for any questions the commissioners may have.) **Page: 78**

- 22. DSS – Monthly Report for July 2025:** DSS Director Dwella Hall will present the DSS monthly report for July 2025. (Dwella Hall will be available for any questions the commissioners may have.) **Pages: 79-88**

- 23. Finance – Approval of Signatory Authority for County Manager Edwin H. Madden Jr. for August and September 2025 Requisitions:** Finance Director Heather Woody is requesting approval for County Manager Edwin H. Madden Jr. to have signatory authority for August and September 2025 requisitions. (Heather Woody will be available for any questions the commissioners may have.) **Pages: 89-90**

- 24. Finance – Approval of the July 2025 Finance Report, Budget Amendments, Project Ordinance, and Departmental Requisitions:** Finance Director Heather Woody is requesting approval of the following July 2025 Financial Report, budget amendments, Project Ordinance, and departmental requisitions:
- a. July 2025 Financial Report
  - b. Sheriff Office – Citizens Academy (\$1,000)
  - c. Health Dept – Additional WIC Funding (\$7,333)
  - d. Finance – Article 44 Fund Balance for EDC (\$731,000)
  - e. Emergency Services – Salary Adjustment for Certification (\$0)
  - f. Airport – Ordinance Adjustment (\$0)
  - g. Departmental Requisitions
- Pages: 91-101**

- 25. Appointments/Re-Appointments/Replacements:** Staff is requesting appointments, re-appointments or replacements to the following boards, committees and councils.

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

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

COMMITTEE	ZONE/ EB	PERSON(S)	EXP. DATE
Home Care and Community Block Grant	I	Shavonda Collins	6/30/2025



Home Care and Community Block Grant	I	Jackie Davis	6/30/2025
Home Care and Community Block Grant	II	VACANT	
Home Care and Community Block Grant	II	Karen Thurman	06/30/2022
Home Care and Community Block Grant	V	Deuce Niven	
Home Care and Community Block Grant	VII	VACANT	
Home Care and Community Block Grant	VII	VACANT	
Child Fatality Prevention Team	EB	Director of the county DSS-Dwella Hall	
Child Fatality Prevention Team	EB	Additional staff of DSS- Norma Gore	
Child Fatality Prevention Team	EB	Director of Health Department- Daniel Buck	
Child Fatality Prevention Team	EB	Local Law Enforcement Officer-Shay Rogers	
Child Fatality Prevention Team	EB	Attorney from DA's office- Jon David	
Child Fatality Prevention Team	EB	Executive director of the local community action agency-Vicky Pait	
Child Fatality Prevention Team	EB	Superintendent of each local school district- CCS Eddie Beck, Whiteville City Jonathan Williams	
Child Fatality Prevention Team	EB	Commissioner Appointee	
Child Fatality Prevention Team	EB	Local mental health professional-Nicole Hopkins	
Child Fatality Prevention Team	EB	Local guardian ad litem coordinator-Randy Ellis	
Child Fatality Prevention Team	EB	Local health care provider- Dr. Obrecht	
Child Fatality Prevention Team	EB	Emergency medical services provider or firefighter- Rocky McPherson	
Child Fatality Prevention Team	EB	District Court Judge-Will Callahan or Heath Nance	
Child Fatality Prevention Team	EB	County Medical Examiner- Tara Godwin	
Child Fatality Prevention Team	EB	Representative of a local childcare facility or Head Start Program-Opening Doors	
Child Fatality Prevention Team	EB	Parent of a child who died before the age of 18-Christa White	



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

**26. Water and Sewer Districts I, II, III, IV, and V Combination Minutes:**

a. August 4, 2025 Regular Session

**Board Minutes Section**

**27. Water and Sewer Districts I, II, III, IV, and V – Approval of the Second Reading of the Updated Customer Service Policy:** Public Utilities Director Harold Nobles is requesting approval of the second reading of the updated Customer Service Policy. (Harold Nobles will be available for any questions the commissioners may have.)

**Pages: 102-111**

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

**28. Comments:** Commissioners and County Manager.

**29. Adjournment**

# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

## Date of Request

8/5/2025

## Board Meeting Date Requested

8/18/2025

## Short Title

Approval to Establish the Coleman Tract as a Planned Unit Development Zoning District Located on Dothan Road, Tabor City, NC

## Background

EDC & Planning Director Dr. Gary Lanier is requesting the Columbus County Board of Commissioners consider for approval to Establish the Coleman Tract as a Planned Unit Development Zoning District Located on Dothan Road, Tabor City, NC The preliminary plans have been reviewed by the Columbus County Planning Board. The Planning Board has recommended that the proposed plans move forward to the Columbus County Board of Commissioners for their Consideration with a recommendation for approval of a 190-unit development as presented to the Planning Board to include the Acknowledgement of Disclosure of Agricultural, Aircraft and Hunting Operations in Close Proximity to Property Address. A public hearing was held to consider public comments on August 18, 2025 at 6:30 pm.

## Specific Action Requested

Establish the Coleman Tract as a Planned Unit Development Zoning District Located on Dothan Road, Tabor City, NC

## Supporting Backup Documents

Coleman Tract PD - Special Use Permit Application.pdf

24167 Coleman Tract PD - Planned District Text 2025-03-26.pdf

24167 Coleman Tract PD - Acknowledgement of Disclosure of  
Agricultural Aircraft and Hunting Operations.pdf

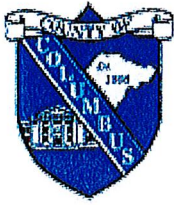
24167 Coleman Tract PD - Region Maps.pdf

## Requested by

Gary Lanier

## Department

EDC/Planning



Columbus County  
Planning & Zoning Department  
Application for Special Use Permit

Petitioner Information	Property Owner(s) <i>If different than Petitioner</i>	Subject Property
Name <b>Philip Hornbeck</b>	Owner Name <b>Kyle Cox</b>	911 Address (Emergency Services Department)
Company <b>DRG of the Carolinas</b>	Owner Name 2	Parcel ID(s) <b>090867 &amp; 013449</b>
Address <b>4703 Oleander Drive</b>	Address <b>203 Canal Street</b>	Area of Parcel <b>+/-65.58 Acres</b>
City, State, Zip <b>Myrtle Beach, SC 29577</b>	City, State, Zip <b>Tabor City, NC 28463</b>	Existing Zoning and Use <b>GENERAL USE</b>
Phone <b>843-839-3350</b>	Phone <b>719-499-1373</b>	Proposed Use (If solar, state wattage) <b>PD</b>
Email <b>Philip@drgpllc.com</b>	Email <b>steve@steveshuttleworth.com</b>	Current Use of Property <b>Vacant</b>
<b>Application Tracking Information (Staff Only)</b>		
Case Number	Date/Time Received:	Received By:

**APPLICATION OVERVIEW**

In order to assist petitioners through the process for obtaining a Special Use Permit, petitioners are encouraged to attend a pre-application conference prior to application submittal. Petitioners are requested to review the Columbus County Land Use Regulation Ordinance which can be found at [columbusco.org/planning/Planning.aspx](http://columbusco.org/planning/Planning.aspx). Applications for Special Use Permits will be considered by the Columbus County Board of Adjustment at a quasi-judicial hearing where they will either approve or deny the Special Use Permit. The petitioner is required to attend and present substantial, competent and reliable evidence. The public hearings will allow staff, the applicant, proponents and opponents to testify with regard to the request. Unless otherwise published or announced, Planning Board meetings are held on the fourth Tuesday of each month at 6 pm in the Commissioners Chambers (second floor) of the Dempsey B. Herring Courthouse Annex at 112 West Smith Street, Whiteville, NC, 28472.



## APPLICATION REQUIREMENTS

In order to assist petitioners through the process for obtaining a Special Use Permit, petitioners are highly encouraged to attend a pre-application conference prior to application submittal. Applications must be submitted to Planning Staff at least thirty (30) calendar days before the Board of Adjustment meeting at which the application is to be considered. Applications will be reviewed by Planning Department staff for completeness prior to being officially accepted. Once accepted, the Board of Adjustment will consider the application at a quasi-judicial hearing unless the applicant requests a continuance.

For all proposals, in addition to this application, the following supplemental information and materials are required and should be displayed on site plans where applicable:

Required Information	Applicant Initial	Staff Initial
Narrative of Proposed Use ( <i>attach to application</i> )	PTH	
Site Development/Construction Plan ( <i>a plan by a professional surveyor is required if applicable pursuant to Article 3, Section 8</i> ) – One (1) 24 x 36 copy, Ten (10) ledger size copies, and One (1) digital copy, which depicts the following:	PTH	
Shape and Dimensions of the lot on which the proposed building/project is to be erected.	PTH	
The location of said lot with respect to adjacent rights-of-way.	PTH	
The location of existing and proposed storm water detention, retention, collection and conveyance facilities, if applicable.	PTH	
The shape, dimensions, and location of all buildings, existing and proposed, and required setbacks (typically 50 feet for front setback and 15 feet for side setbacks but may be modified depending on project.	PTH	
The nature of the proposed use of the building project, including the extent and location of the use.	PTH	
The location and number of existing and proposed parking spaces, loading areas, and the fire apparatus road.	PTH	

The boundaries of all flood zones.	<i>PJH</i>	
Location of existing and proposed driveways and/or streets.	<i>PJH</i>	
Locations of utility easements.	<i>PJH</i>	
Number of stories and overall height of all existing and proposed structures.	<i>PJH</i>	
Location of existing and proposed dumpster and recycling containers.	<i>PJH</i>	
Generalized description of any natural features on and immediately joining the site, including streams and other bodies of water.	<i>PJH</i>	
Dimensions of existing and proposed impervious surfaces.	-	
The square feet and percentage of lot as built upon area, <u>if the lot is located in a watershed</u> .	<i>PJH</i>	
Documentation of Department of Transportation Application for Driveway Permit attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>PJH</i>	
The location and type of required buffers, if required.	<i>PJH</i>	
A landscape plan that meets requirements of the Highway Corridor Overlay district, if applicable.	-	
A Sedimentation and Erosion Control Plan, <u>if applicable</u> , as submitted to the Land Quality Section, Dept. of Environmental and Natural Resources, is attached.	-	
NC Dept. of Environmental Quality (DEQ) permit, <u>if applicable</u> , is attached.	-	
Storm Water Runoff permit, <u>if applicable</u> , from NC Department of Environmental Quality (NCDEQ), is attached.	-	

A 911 address from Columbus County Emergency Services.	-	
Floodplain permit, <u>if applicable</u> , is attached.	-	
Location of adjoining properties and both the existing zoning designation and use of these properties.	PTH	
<i>And, any other information, which the Planning Staff may deem necessary for consideration in enforcing all provisions of this Ordinance.</i>	PTH	
Fee - \$500 (\$750 for Solar and Wireless Tower)	PTH	

#### CRITERIA REQUIRED FOR APPROVAL OF A SPECIAL USE PERMIT

(As outlined in Article V of the Columbus County Land Use Regulation Ordinance)

The applicant should explain, with reference to attached plans (where applicable), how the proposed use satisfies these requirements (please use additional pages if necessary). The applicant has the burden of proof and must provide sufficient evidence in order for the required findings to be met. Planning Staff, the Planning Board, and the Board of Adjustment reserve the right to require additional information, if needed, to assure that the proposed Special Use Permit meets the following requirements:



1. The Board must find “that the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.”

No impact to public health or safety anticipated.

2. The Board must find “that the use meets all required conditions and specifications” of the Columbus County Code of Ordinances, Chapter 10, Part 2, Articles 8 and 9 which can be found online at [www.columbusco.org](http://www.columbusco.org)).

Meets required conditions of the Planned Development Zoning District ordinance.

3. The Board must find “that the use will not substantially injure the value of adjoining or abutting property **OR** that the use is a public necessity.” *(Please provide a property value impact study by a NC certified general appraiser)*

No impact to value of adjoining properties anticipated.

4. The Board must find “that the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the plan of development for Columbus County.”

PD is intended to be in general harmony of the surrounding area.

**LIST OF ADJACENT LANDOWNERS AND ADDRESSES**

(As per Article V Section III of the Land Use Regulation Ordinance)

Please list all adjacent landowners and their mailing addresses below so that notice of public hearings may be sent to them regarding this permit application:

See attached PD Package.	

If an applicant requests a delay of consideration from the Planning Department or the Board of Adjustment before notice has been sent to the newspaper, the item will be calendared for the next meeting and no additional fee will be required. If delay is requested after notice has been sent to the newspaper, the board will act on the request at the scheduled meeting and is under no obligation to grant the continuance.

In granting a special use permit, conditions may be designated to assure that the use in its proposed location is harmonious with the spirit of the Columbus County Land Use Regulation Ordinance, the Columbus County Land Use Plan and any other adopted plans that are applicable. All conditions become part of the special use permit and run with the land. A special use permit shall become null and void if construction or occupancy of the proposed use as specified and approved is not commenced within the stated time period in Section VI of the Columbus County Land Use Regulation Ordinance.

By my signature below, I certify that this application is complete and that all of the information presented in the application is accurate to the best of my knowledge, information, and belief.

Philip T Hornbeck

Printed Name of Petitioner and /or Property Owner



Signature of Petitioner and/or Property Owner

2025-04-01

Date



# **Coleman PLANNED DISTRICT**

March 26, 2025

**PREPARED FOR:**

Shuttleworth, Inc.

**Columbus County, North Carolina**



(843) 839-3350



office@drgpllc.com  
www.drgpllc.com



4703 Oleander Drive  
Myrtle Beach, SC 29577

Prepared by:  
Development Resource Group  
of the Carolinas, PLLC

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## LIST OF EXHIBITS

Exhibit 1 – TMS Numbers and Acreage

Exhibit 2 – USGS

Exhibit 3 – FEMA

Exhibit 4 – Soils

Exhibit 5 – Lidar

Exhibit 6 – Wetland

Exhibit 7 – Development Plan

Exhibit 8 – Phasing Plan

Exhibit 9 – Stormwater Master Plan

Exhibit 10 – Utility Master Plan

Exhibit 11 – Open Space Plan

Exhibit 12 – VAD Map

Exhibit 13 – Recreational Open Space Plan

Exhibit 14 – Thousand Foot Map

Attachment A – Acknowledgement of Disclosure of Agricultural Operation in Close Proximity to Property Address



### Project Introduction

The properties that comprise the Planned Development are identified as PID 090867 and 013449 and are located along Dothan Road in Columbus County, North Carolina. See Exhibit 1 for parcel identification and acreage. The developed properties shall be known as "Coleman" and shall consist of approximately 65+/- acres.

Coleman proposes the rights for multiple development uses as outlined later in this document. The development uses consist of single family detached residential and single family attached duplex residential.

The existing conditions of the site are outlined in Exhibits 1-6 of this document, and the full development plan proposed for this project is set forth in Exhibits 7-11 of this document. This entire written narrative, including all exhibits herein, constitutes the full Planed District Document.

### Conformance with Columbus County Comprehensive Plan

Upon review of the Columbus County Comprehensive Plan prepared by Holland Consulting Planners and adopted by Columbus County Board of Commissioners on January 3, 2012, we believe that we are in conformance with the overall master plan for Columbus County. We believe we meet the following housing policies listed in Section VI B:

P.2 – This project provides provisions for adjacent dissimilar land uses as well as environmental concerns.

P.3 – This project can be served utilizing existing Columbus County infrastructure.

P.4 – This project condenses into 2 connection points to a secondary road.

P.5 – This project is anticipated to contain housing at multiple price points which will be attractive to Columbus County Residents.

P.6 – This project expands housing inventory.

P.9 – The parcel has municipal water and sewer connections aligning with this policy.

#### Existing Conditions (Exhibits 1 - 6)

The subject properties (tracts) are currently owned by a singular party, Kyle A. Cox. The applicant shall be Shuttleworth Inc. herein.

This application seeks approval of the PD as a conditional use under the current zoning based on the current approved development guidelines under the Columbus County Zoning Ordinance.

The subject properties are located to the east of Dothan Road, between the intersections of Wright Road and Narrow End Road. The properties mostly consist of timber stands and agricultural fields with a centralized wetland. There are currently drainage ditches on the properties draining to the centralized wetland which flows south to a tributary of Camp Swamp.

#### Development Plan (Exhibit 7)

Coleman will be developed in general accordance with the submitted Development Plan. The location of roads, ponds, amenities and other elements shown on this Development Plan are conceptual in nature and are subject to change at the discretion of the developer, provided minor changes to the PD will be submitted to the County Staff for review and, if necessary, approved before implementation. Major changes to the plan in accordance with Columbus County PD Ordinance shall not be effective until such changes are approved by the appropriate parties and processes. The overall maximum unit count is proposed to be 190.

#### Phasing (Exhibit 8)

Coleman will be constructed in multiple phases. The number of phases and phase boundaries are subject to change at the discretion of the developer. Development Uses will be limited to one (1) type within each phase. Adjacent dissimilar Development Uses will be separated by a minimum 20' landscaped buffer. The remaining future phases will be constructed as lot inventory is required. The estimated time for the completion of this project is projected to be approximately three years from the date of adoption of this PD. Please note that the phases shown within this exhibit are schematic in nature, these phases may be re-configured, additional phases may be added, or phases may be removed as a minor amendment to this PD.

#### Site Design and Development Standards

It is anticipated that all structures included in this development will be constructed on site with traditional construction methods (stick-built). Architectural guidelines shall be at the discretion of the developer and may vary through the project. The developer retains the right to amend Architectural guidelines at any time. Developer shall record community Covenants and Restrictions.



#### Stormwater Management (Exhibit 9)

Stormwater runoff from this property will be drained through stormwater detention ponds located on the property. The ponds will be sized and constructed to meet the requirements set forth in the NCDENR "Stormwater Best Management Practices Manual". All ponds and associated private maintenance easements shall be owned and maintained, in perpetuity, by the HOA/POA. All drainage systems in the rights-of-way shall be maintained by the HOA/POA. All other drainage systems will be maintained, in perpetuity, by POA/HOA. All drainage easements and rights-of-way will be designated "Private" on the Final Subdivision Plat.

#### Utility Services (Exhibit 10)

Water, sewer, and power utilities shall be provided in general accordance with the layout shown in Exhibit 10. Service will be provided by an existing watermain, sewer forcemain, and power within the Dothan Road right of way. Each utility extension shall be completed or bonded prior to the issuance of any structure building permits for the project.

#### Fire Coverage

Based upon existing delivery pressures and water models it is anticipated that the proposed water supply system is capable of providing fire flow for the parcel. Each water system construction permit shall be individually analyzed for delivery pressures in accordance with Columbus County Fire District requirements.

Fire coverage and water delivery pressures may be supplemented or augmented by the placement of dry hydrants on each pond. Such instances shall be coordinated with and approved by Columbus County Fire Marshall.

#### Proposed Streets & Parking

Access to this project shall contain a minimum of two (2) access points off Dothan Road as shown on Exhibit 7. These access points are subject to move at the Developer's discretion and are subject to NCDOT input and review.

The private streets within the development shall be owned and maintained by the HOA/POA. Provisions and funding methods for which will be established in the HOA/POA governing documents. Streets shall be constructed using NCDOT standards for subdivision roads as a basis of design, but design may vary from these standards. Roads are subject to a 1-year warranty period by the developer/contractor after being dedicated to the HOA/POA.

The minimum number of parking spaces (including driveway and garage spaces) for Coleman shall be provided in accordance with the following schedule.

Single Family Detached Residential: 0.75 Space per Bedroom

Single Family Attached Duplex Residential: 0.75 Space per Bedroom

Sales Models/Amenity Center: 2.0 Spaces per 1,000 SF

Coleman HOA/POA reserves the right to maintain landscaping, irrigation and parking within private road rights-of-ways. Coleman HOA/POA reserves the right to maintain landscaping and irrigation within adjoining public road rights-of-way. Any damage resulting from work done in the public rights-of-way shall be repaired and the right-of-way shall be returned to the minimum standards required by ordinance or the approved site plan.

#### Ownership of Common Areas & Utilities

##### Open Space Areas (Exhibit 11)

The developer of Coleman will file restrictive covenants on the property that will establish guidelines for Common Area ownership and maintenance. The Common Areas, which include, but are not limited to, open fields, sidewalks, ponds, easements, open space, roads, amenities, etc., will be owned by the HOA/POA as established in the Covenants and Restrictions. This ownership will include the maintenance of facilities, landscaping within road rights-of-way and private drainage easements on the property. Fees will be assessed from all property owners to provide funding for the operation and maintenance of these areas.

##### Utilities (Exhibit 10)

Columbus County Water Department will own and operate the water facilities necessary for this project. Grand Strand Water and Sewer Authority will own and operate the sewer facilities necessary for this project. Focus Broadband will own and operate the telephone, internet and cable service. Electrical power facilities will be owned and operated by Brunswick Electric Membership Corporation (BEMC). Utility Easements will be shown on the Final Subdivision Plat in accordance with the Subdivision Ordinance for Columbus County.



#### Lot Criteria Development Summary

1) Single-Family Detached

Min. Lot Size:	7,200 sq.ft.
Max. Lot Coverage:	85%
Min. Lot Width:	60'
(Min. Lot Width to be measured at the Right-Of-Way)	
(Min. Lot Width at a Cul-de-sac: 25' at the Right-Of-Way)	
Front Yard Setback:	20'
Side Yard Setback:	5'
Corner Side Yard Setback:	10'
Rear Yard Setback:	10'
Max. Structure Height:	35' from grade.
Minimum Building Separation:	10'

2) Single-Family Attached Duplex

Min. Lot Size:	7,700 sq.ft.
Max. Lot Coverage:	85%
Min. Unit Lot Width:	35'
(Min. Lot Width to be measured at Bldg. Line/Front Yard Setback)	
Front Yard Setback:	20'
Side Yard Setback:	5'
Side Yard Shared Setback:	0'
Corner Side Yard Setback:	10'
Rear Yard Setback:	10'
Max. Structure Height:	35' from grade.
Minimum Building Separation:	20'

3) Ancillary (Amenity Center/Sales Models)

Min. Lot Size:	5,000 sq.ft.
Max. Lot Coverage:	85%
Min. Lot Width:	40'
(Min. Lot Width to be measured at Bldg. Line/Front Yard Setback)	
Front Yard Setback:	20'
Side Yard Setback:	5'
Corner Side Yard Setback:	10'
Rear Yard Setback:	10'
Max. Structure Height:	35' from grade.
Minimum Building Separation:	10'

#### Density Analysis (Exhibit 7 & 11)

The property within this PD consists of 65+/- total acres. The Development Plan calls for a maximum of 190 total dwelling units. The gross density is the number of dwelling units per acre calculated based upon gross parcel area. Based on this calculation, the overall gross density of the conceptual Development Plan is 2.9 dwelling units per acre. This calculation is subject to change and is dependent on the final Development Plan. In any case, not more than 85% of the established net buildable area may be made impervious.

#### Open Space Analysis (Exhibit 11 & 13)

Columbus County PD Ordinance dictates that the development must provide for Permanent Common Open Space in accordance with Section 3.e.

##### Recreational Open Space Calculation:

$$A = D \times 2.45 \times 0.01$$

The totals are as follows:

Total Dwelling Units = 190

Total Recreational Open Space Required = 4.66 Acres

##### Common Open Space Calculation:

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

The totals area is as follows:

Total Dwelling Units = 190

Total Common Open Space Required = 2.33 Acres

Permanent Common Open Space may be comprised of open space easements, stormwater ponds, buffers, wetlands, recreational areas. Coleman will designate permanent common open space in its Development Plan sufficient to exceed the minimum required. Open space will be maintained by the HOA/POA and will be accessible to all HOA/POA owners as passive open space. Open Space requirements and calculations are only applicable to residential portions of Coleman. Recreational and Common Open Space depicted within this PD may change during detailed design. However, final platted open space will meet the intent of this PD and Columbus County Ordinance. PD open space may be platted by phase with sufficient open space provided by phase. Phase lines may vary as the project progresses and are not arbitrarily set by this PD.




## Buffers & Tree Preservation (Exhibit 11)


An average width of 25' vegetated buffer has been provided between the adjacent roadways and the proposed residential development. An average width of 25' vegetated buffer has been provided along the perimeter of the project. This buffer may be naturally vegetated or augmented with supplemental plantings where deemed necessary. Where wetlands adjoin the property line, no augmentation is anticipated. These buffers are intended to provide for a reduction of noise, light and air pollution as well as provide a visual buffer. At the discretion of the developer, these buffers may be improved with supplemental plantings. In addition to exterior buffering each unit shall require one hardwood tree planting located between the primary structure and its respective right of way frontage.






## Project Lighting

Due to the rural nature of the project particular care should be taken in the design of street lighting, public area lighting, and general outdoor lighting throughout the project. Where possible the "Five Lighting Principles for Responsible Outdoor Lighting" as outlined by Dark Sky International and the Illuminating Engineering Society (Insert 1) should be considered when designing lighting aspects of the site. Any common space or roadway lighting within 100' of an exterior PD boundary should be designed such that no more than 1 ft/candle of lighting spills across the exterior PD boundary.

### Five Lighting Principles for Responsible Outdoor Lighting

 DarkSky

 IES Illuminating Engineering Society

Responsible outdoor lighting is	<b>1 Useful</b>	<b>Use light only if it is needed</b> All light should have a clear purpose. Consider how the use of light will impact the area, including wildlife and their habitats.	
	<b>2 Targeted</b>	<b>Direct light so it falls only where it is needed</b> Use shielding and careful aiming to target the direction of the light beam so that it points downward and does not spill beyond where it is needed.	
	<b>3 Low Level</b>	<b>Light should be no brighter than necessary</b> Use the lowest light level required. Be mindful of surface conditions, as some surfaces may reflect more light into the night sky than intended.	
	<b>4 Controlled</b>	<b>Use light only when it is needed</b> Use controls such as timers or motion detectors to ensure that light is available when it is needed, dimmed when possible, and turned off when not needed.	
	<b>5 Warm-colored</b>	<b>Use warmer color lights where possible</b> Limit the amount of shorter wavelength (blue-violet) light to the least amount needed.	

Insert 1: Five Lighting Principles for Responsible Outdoor Lighting



#### Amenity Center, Sales Models & Construction Trailer

The Amenity Center at Coleman will be at the discretion of the developer. The Amenity Center site may consist of a building with auxiliary structures, pool, parking, sports courts, mail kiosks, etc. The developer will turn over the Amenity Center site to the HOA/POA for the residents of Coleman. The HOA/POA will have the right to modify and/or enhance the building, parking, and other elements.

Sales Models will be prominently located near the primary entrances of the development and/or phase. From the start of each phase, Sales Models along with parking will be developed on site to provide offices for sales agents and show rooms for selection of interior coverings and fixtures. Sales models may be constructed as groups of 2 – 5 homes serviced by one parking lot. The parking lot may extend across two lots.

Construction Trailer(s) and parking may be installed at a location determined by the developer and permitted by Columbus County for use by the contractors during project/phase construction until the project/phase is complete. The construction trailer may be temporarily tied into public water and sewer systems.

#### Residential Uses

Per the development plan (Exhibit 7) portions of the Coleman PD are intended to be single family residential areas. Proposed uses within these areas include:

Single Family Detached  
Single Family Attached Duplex  
Ancillary Uses (Amenity Centers/Sales Models)

#### Development Performance Security

In order to facilitate recording of final plats and obtaining building permits, the developer of the project/phase may offer one of the following as guarantee that required improvements will be completed in the project/phase:

- 1) Surety bond, with a corporation licensed to do business in the state.

The amount of guarantee instrument shall be equal to the estimated cost of improvements plus 25 percent of that amount. Only the above is acceptable as guarantee of improvements and no others.

With the bonded and recorded final plat, the Developer may apply and attain individual building permits to begin construction of homes or amenities within the subject project/phase, subject to provisions of the applicable building codes.

The required improvements will be completed prior to application for the final certificate of occupancy and conveying of the property to individual owners.

*drq*

## Signage & Monumentation

Coleman will be allowed two (2) entrance signs per entrance if signs are placed on the face of a single entrance wall to said development. Such signs shall not exceed seventy five (75) square feet per sign face and an aggregate area of one hundred (100) square feet per entrance, nor shall they exceed a height of ten (10) feet. If a double-faced sign is used without the entrance walls, only one (1) such sign is allowed per entrance. If a boulevard entrance is chosen, a sign may be placed within a landscaped median only if such sign is protected by a six (6) inch raised curb.

Each amenity site within the subdivision shall be permitted one monument sign no greater than eight (8) feet in height and no greater than fifty (50) square feet in area. Temporary signage withing the tract limits will be as follows:

"AGENT ON DUTY" sign—sign surface not to exceed two (2) feet in width by three (3) feet in height in size. The sign must be a "sandwich board" type sign which can easily be removed when the sales office or model home is not open for business.

Identification signs—not to exceed forty-two (42) inches × twenty (20) inches—One (1) for each model—may reference model home type, "specialized" parking, etc.

Temporary advertising sign per each community entrance—sign surface not to exceed forty (40) square feet in size and ten (10) feet in height. Sign must be removed prior to closing of final single-family residence.

Advertising flags, banners & fluttering ribbons permitted throughout the property. These advertisements may be located along any and all entrances to the community and may also be used internal to the community for the approach to the amenity or sales model.

Individual Lot "For Sale" signs smaller than 48"x48" shall be allowed outside of the right of way while a property is actively being advertised as for sale.

Individual Lot "Sold" signs smaller than 48"x48" shall be allowed outside of the right of way for no more than 14 calendar days after a completed property transaction.

Temporary signs shall not be erected in such a manner as to create a vision clearance issue for any adjacent property and/or for motorists on adjacent roadways.

Signs on individual lots identifying lot numbers shall be considered ancillary and permissible.

Wayfinding signs shall be considered ancillary and permissible.



#### Voluntary Agricultural District (Exhibit 12)

Portions of the project parcels outlined within this PD district are within one-half mile of a Voluntary Agricultural District as defined by Columbus County Ordinance. Pursuant to Article XIII, all subsequent property transfers within this one-half mile radius of a Voluntary Agricultural District shall notify future property owners of the proximity to said district. The Voluntary Agricultural District one-half mile radius is also designated on the preliminary development plans included within this PD.

#### Traffic Impact

Upon building out Coleman will generate additional vehicle trips. This traffic generation has been coordinated with NCDOT and off-site traffic improvements, if required, will be performed in accordance with NCDOT requirements.

#### Agricultural, Aircraft, and Hunting Operation Disclosure (Attachment A)

Agricultural operations, Aircraft Operations, and Hunting Operations are a key part of the local and regional economy and culture. They are instrumental in ensuring the security of product and food supply chains, as well as a way of life. It is the intent of this PD to co-exist in harmony with existing and future operations.

The Coleman project is within close proximity of several agricultural operations which include but are not limited to: cattle farming, timber operations, swine farms, row crop production, and other agricultural activities. There is also an aircraft operation hub, and several recreational hunting tracts in proximity. As such the disclosure statement shown in Attachment A shall be included in every property transaction for any current or future parcels included within the Coleman project. This disclosure shall be agreed to by any new property owner including single family homes detached homes, single family attached duplex units, and amenity centers/areas.

**ACKNOWLEDGEMENT OF DISCLOSURE OF AGRICULTURAL, AIRCRAFT  
AND HUNTING OPERATIONS IN CLOSE PROXIMITY  
TO PROPERTY ADDRESS**

**Property Address:** \_\_\_\_\_

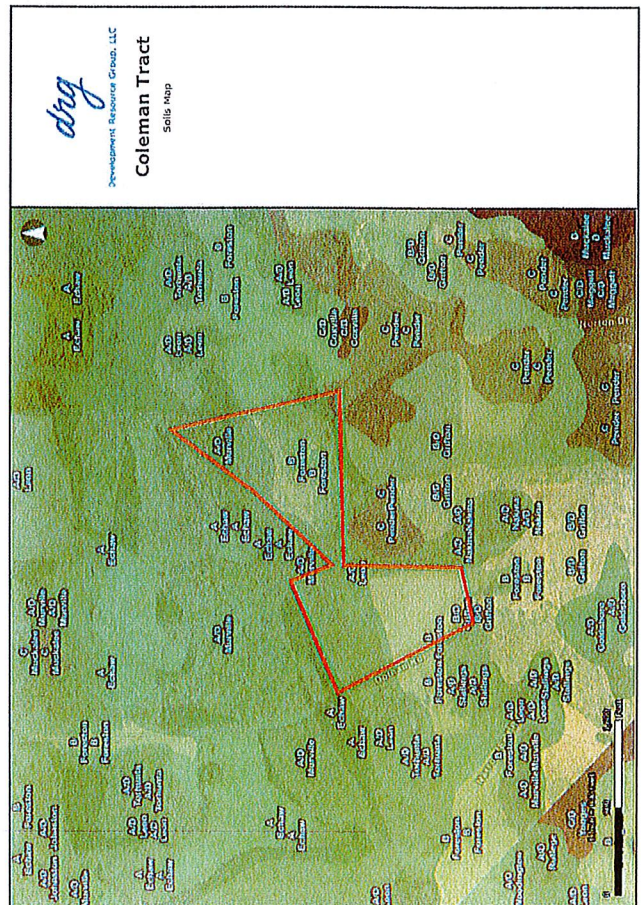
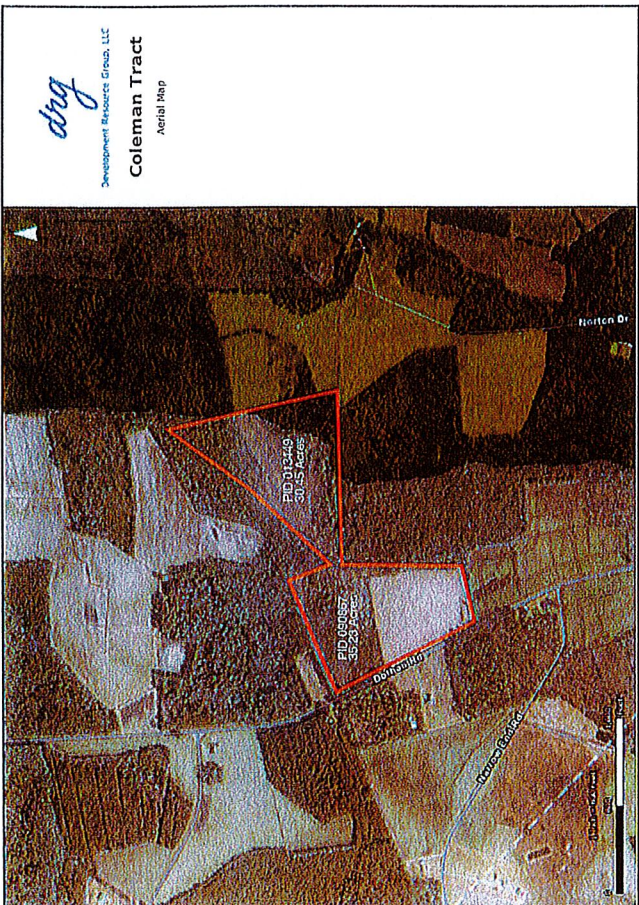
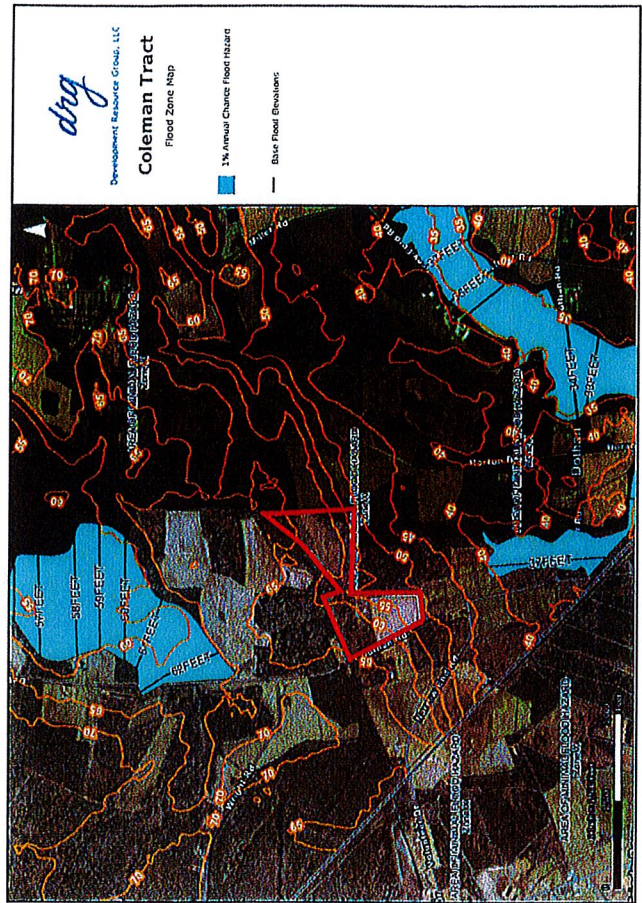
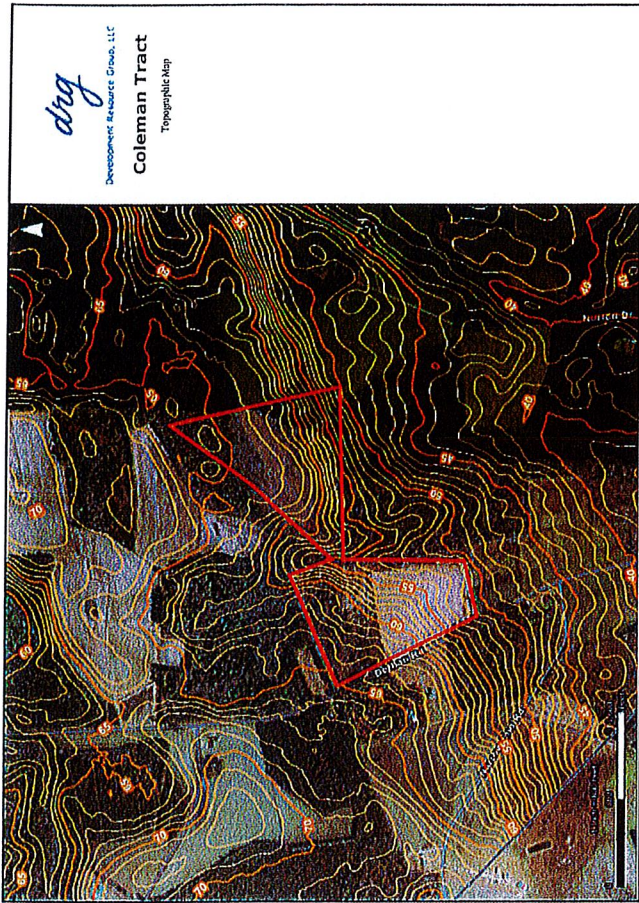
**The undersigned Purchaser(s) acknowledge the following:**

- i. The Property Address is located in close proximity to agricultural operations which may include, without limitation, a facility for production for commercial purposes of crops, livestock, poultry, pork, livestock products, poultry products or pork products ("Agricultural Operation");
- ii. The Property Address is located in close proximity to aircraft operation which may include, without limitation, crop dusting, helicopter operation, plane operation or any other type of aircraft operation either for commercial or recreational purposes ("Aircraft Operation");
- iii. The Property Address is located in close proximity to lands that may be hunted for, without limitation, deer, turkeys, waterfowl, boar, and/or any other wild game for which there may or may not be a scheduled hunting season ("Hunting Operation");
- iv. The use and enjoyment of the Property Address may be impaired by inconveniences or discomforts arising from the Agricultural, Aircraft, and Hunting Operations, including but not limited to noise, odors, particulate matter and the operation of machinery or firearms of any kind at any time;
- v. Purchaser(s) acknowledge that the Agricultural, Aircraft and Hunting Operations may change in nature and purpose;
- vi. Purchaser(s) have been encouraged to make any investigations of the impact of the Agricultural, Aircraft and Hunting Operations surrounding the Property Address before signing any contract or agreement to purchase the Property Address and have made any and all investigations they consider necessary prior to the execution of the aforementioned or similar documents; and
- vii. Purchaser(s) have received a copy of this acknowledgment of disclosure, have carefully examined it before signing, understand this disclosure is not a representation or warranty by any owner of the Property Address ("Owner") or Owner's agent, and is not a substitution for any investigations Purchaser(s) may wish to make.

**Purchaser(s)**

_____	Date: _____
_____	Date: _____
_____	Date: _____







# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

## Date of Request

8/5/2025

## Board Meeting Date Requested

8/18/2025

## Short Title

Planning Department – Approval to Establish the JT Sarvis Tract as a Planned Unit Development Zoning District Located on Peacock Road, Tabor City, NC

## Background

EDC & Planning Director Dr. Gary Lanier is requesting the Columbus County Board of Commissioners consider for approval to Establish the JT Sarvis Tract as a Planned Unit Development Zoning District Located on Peacock Road, Tabor City, NC The preliminary plans have been reviewed by the Columbus County Planning Board. The Planning Board has recommended that the proposed plans move forward to the Columbus County Board of Commissioners for their Consideration with a recommendation for approval of the 1,120-unit development as presented to the Planning Board to include the Acknowledgement of Disclosure of Agricultural, Aircraft and Hunting Operations in Close Proximity to Property Address. A public hearing was held to consider public comments on August 18, 2025 at 6:30 pm.

## Specific Action Requested

Establish the JT Sarvis Tract as a Planned Unit Development Zoning District Located on Peacock Road, Tabor City, NC

## Supporting Backup Documents

J T Sarvis Tract PUD2.pdf

## Requested by

Gary Lanier

## Department

EDC/Planning

## Title

Director

## Email

glanier@columbusco.org









**Attachment B-1**

**Notice Mailed to Property Owners within 1,000 feet of Subject Property**

*Malpass Engineering & Surveying, P.C.*

*1134 Shipyard Blvd.*

*Wilmington, NC 28412*

*Phone: 910-392-5243*

*Fax: 910-392-5203*

*License No. C-2320*

**Public Input Meeting Notice for Property # 010570 located along Peacock Rd in Columbus County, NC**

March 19, 2025

To: Adjacent and Nearby Property Owners and Residents

From: South Side Developers, Inc.

Re: Notice of Public Input Meeting

To whom it may concern:

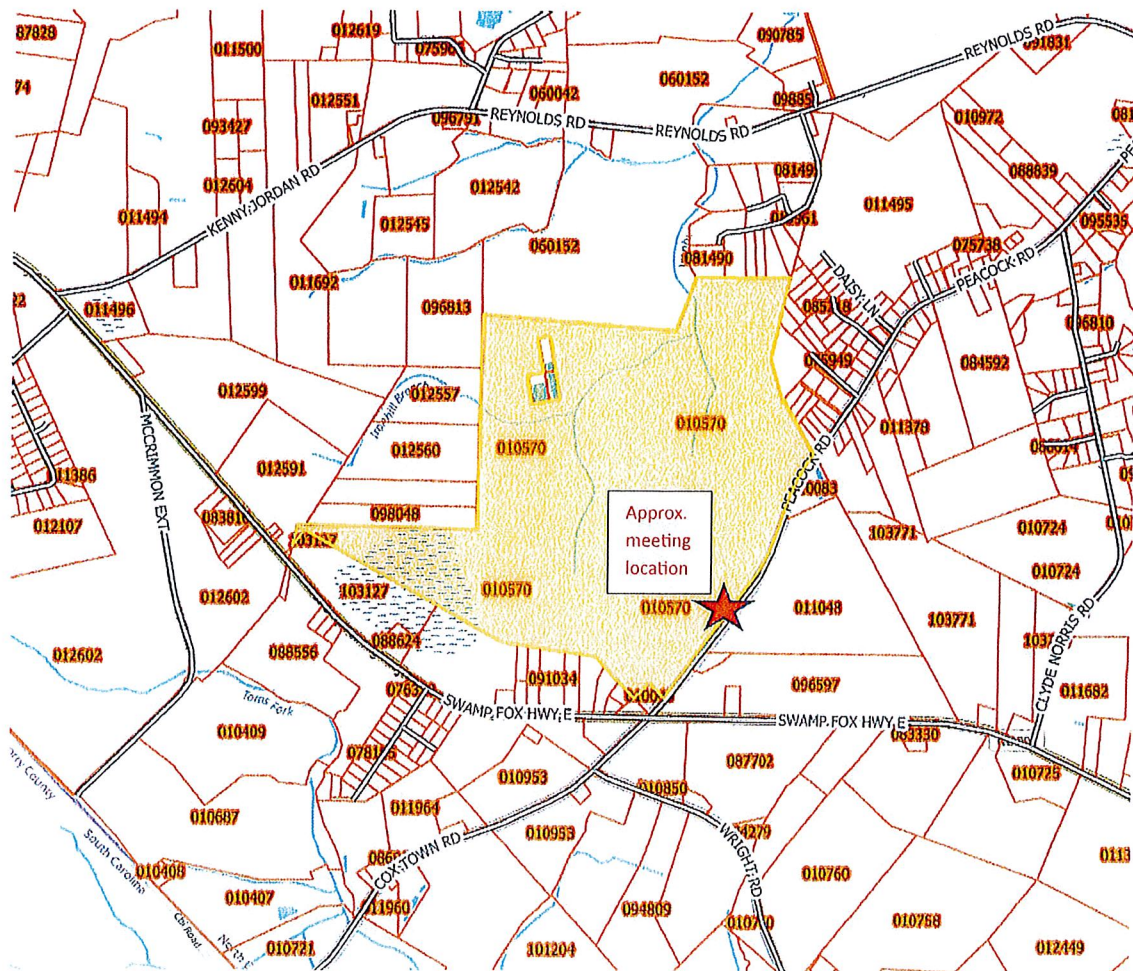
This letter is to inform you that a public input meeting will be held to discuss a proposed Planned Development for Property # 010570 located along Peacock Rd. This meeting will be held on Monday, March 31, 2025 at 6:00 PM at the entrance to the subject property, which is located on the west side of Peacock Rd approximately 0.27 miles north of the intersection of Peacock Rd and Swamp Fox Hwy E. You are being notified per the Columbus County Ordinance as your property(ies) is/are within 1,000 feet of the project boundary. The proposed Planned Development includes mostly single-family residential and some commercial.

For additional information you may contact Malpass Engineering & Surveying, P.C. or Columbus County Planning Department, whose contact information are provided below:

Malpass Engineering & Surveying, P.C.  
1134 Shipyard Blvd  
Wilmington, NC 28412  
Phone: 910-392-5243

Columbus County Planning Department  
127 West Webster Street  
Whiteville, NC 28472  
Phone: 910-640-6608

Property # 010570



### Attachment B-5

## **Summary of Public Input Meeting Held on March 31, 2025 Regarding Proposed Planned Development for Property #010570**

**Applicant Representatives:** Jeffrey B. Malpass and Justin C. Bishop with Malpass Engineering & Surveying, P.C.

### **Summary of Issues Discussed:**

#### **1. Cemetery**

- Attendee asked whether a buffer would be provided around the existing cemetery parcels, and if so, how much. Applicant's representative stated a buffer would be provided around the existing cemetery parcels, and that the County requires a 30-foot periphery buffer for a Planned Development.
- Attendee expressed concern as to the possibility of unmarked graves located on the subject property (Property # 010570), instead of on the existing cemetery parcels, due to the age of the cemetery. He said he was not aware of any unmarked graves.
- Attendee asked about access to the cemetery if property is developed. Applicant's representative stated access will be provided through the development to the existing cemetery parcels.
- Attendee asked what happens if you start digging and dig up an unmarked grave. Applicant's representative stated that digging would stop until the appropriate authorities are notified and the situation is addressed per the appropriate authorities.

#### **2. Drainage**

- Attendee asked in which direction will drainage from project be directed. Applicant's representative stated stormwater runoff will continue to drain to the north, or basically the direction it has historically drained.
- Several attendees mentioned existing ponding/flooding towards the north. Applicant's representative stated several ponds will be provided to control the rate of discharge from the development.
- Attendee asked to which storm events will the ponds be designed. Applicant's representative stated that has not been determined yet, but that the ponds would probably be designed for the 2-year, 10-year, and/or 25-year storm events, or some combination of those storm events.

#### **3. Plan**

- Attendee asked if commercial is planned, what type of commercial. Applicant's representative stated the notice letter they received indicated "some commercial", but the Applicant has since decided to provide some duplex lots instead of commercial.



- Attendee asked how many houses would be in the development. Applicant's representative stated the number of lots is not known at this time, as a survey of the property has not been performed and the amount of useable land on the property is not known yet. Applicant's representative went on to state the number of lots would probably be in the hundreds, with a maximum in the range of approximately 1,000-1,100.
- Attendee asked what would be the lot size and house size. Applicant's representative indicated that he is not able to answer that question, as they have not been determined at this time.
- Attendee asked what would be the cost of the houses? Applicant's representative indicated that he is not able to answer that question, as that is not known at this time.
- Attendee expressed desire for a larger periphery buffer to be provided further into the property.
- Attendee asked about the timeline of development. Applicant's representative stated it might be 2-3 years before construction would begin, and that full build-out would depend on market conditions and the economy.
- Attendee asked who to contact when more specifics on project is known. Applicant's representative stated to contact the Columbus County Planning Department.
- Attendee asked how does the public know the concerns voiced will be addressed.

#### 4. Other

- Attendee asked if sewer was being provided for the project. Applicant's representative stated the Grand Strand Water & Sewer Authority would provide a force main to the property for the project to pump into. Attendees seemed to indicate they wanted to be able to connect to sewer. Applicant's representative stated the line GSW&SA would be providing is not a gravity main, but a force main, and that a pump is needed to be able to connect to a force main.
- Attendee stated she owns adjacent property with animals and asked what the Applicant would do to ensure future lot owners do not enter her property and/or bother her animals. Applicant's representative suggested she contact the Columbus County Sheriff's Office if someone trespasses on her property.
- Attendee expressed concern about increased traffic.
- Attendee stated there is an active hog farm in the area and the development may be downwind of it at times.
- Attendees stated they have ecological/environmental concerns (i.e.-wildlife moved on to their property due to logging). Applicant's representative stated landowners have a right to timber their property.
- Attendee stated his desire for locals to be able to get jobs for construction and/or house building for the project.

- Attendee stated he thinks commercial would be a good fit for this area, as long as it is located along the frontage of the development and not interior to the development.
- Attendee stated desire for parks/recreation area to be provided for community use.
- Attendee asked if there will be another meeting. Applicant's representative stated there would not be another meeting at the site, but to contact the Columbus County Planning Department regarding any future meetings.
- Attendee asked about reinvestment in the community from the project.
- Attendee asked about cost to the community versus gain to the County.
- Attendees stated they do not want the development.
- Attendee state she will do what she can to stop the development.

**Results:**

- The project's proposal was changed to indicate residential (semi-attached) instead of commercial, in addition to the proposal for residential (detached single-family).

**Attachment C**  
**Statement of Intent and Development Standards**

Per Section 3.b of PD Ordinance 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;

**The property is currently owned by Jesse L. Malpass. The Applicant is the property owner's company. The property (Property # 010570) is located along the west side of Peacock Rd (SR 1005), just north of the intersection of Peacock Rd and Swamp Fox Hwy E (NC 904). This application seeks approval of a PD zoning district for the property. The Applicant desires to develop a planned development consisting of the following residential use types:**

- a) Detached single-family
- b) Semi-attached

- 2) A statement describing how the proposed development is in accordance with or complements the County's existing Comprehensive Land Use Plan;

**The proposed development will provide additional housing opportunities in the southern part of the County at multiple price points, which may help to address the concern noted in Section IV.B of the Comprehensive Land Use Plan regarding the availability of financially achievable housing for the labor force.**

- 3) A listing of all permitted uses;

**See Attachment A.**

- 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;

**See Attachment A.**

- 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;

**See Attachment A. The use type boundaries are subject to change at the discretion of the developer.**



- 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;

**See Attachment A.**

- 7) Provisions addressing how transportation, potable water, sanitary sewer, stormwater management and other infrastructure will be provided to accommodate the proposed development;

**Potable water will be provided by connecting to the County's existing water system. Sanitary sewer will be provided by connecting to the Grand Strand Water and Sewer Authority's existing sewer system. Stormwater will be managed by several wet ponds. Power will be provided by the local utility provider.**

- 8) Summary of traffic generation and adjacent traffic facilities capacity. Staff may request a Transportation Impact Analysis (TIA) if traffic conditions warrant;

**Applicant will have a TIA conducted if required.**

- 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.

**The proposed development will be constructed in multiple phases. Phasing will be determined during the design phase.**

- 10) A statement regarding responsible parties for maintenance of private or public roads, amenities, open space, and common areas.

**Private roads, amenities, open space, and common areas will be maintained by a Homeowners' Association that will be formed for the proposed development.**

# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

**Date of Request**

8/14/2025

**Board Meeting Date Requested**

8/18/2025

**Short Title**

Planning Department – Approval to Establish a Public Hearing Regarding the Amended Code Enforcement Ordinances

**Background**

EDC and Planning Director Gary Lanier is requesting approval to establish a public hearing on Monday, September 15th, 2025 at 6:30 P.M., or as soon as can be heard, regarding various land use and zoning Ordinance.

**Specific Action Requested**

EDC and Planning Director Gary Lanier is requesting approval to establish a public hearing on Monday, September 15th, 2025 at 6:30 P.M., or as soon as can be heard, regarding various land use and zoning Ordinance.

**Supporting Backup Documents**

Ordinance and Statute Information.docx

**Requested by**

Kelsey Hammond

**Department**

Planning

**Title**

Planning Director

**Email**

kelsey.hammond@columbusco.org

**Clerk Signature****Date Received****Board Chair/County Manager****Approved by Board**

☐ Yes ☐ No ☐ Pending

## Ordinance and Statute Information – Code Enforcement

### **NCGS 14-4**

#### **§ 14-4. Violation of local ordinances misdemeanor.**

- (a) Except as provided in subsection (b) or (c) of this section, if any person shall violate an ordinance of a county, city, town, or metropolitan sewerage district created under Article 5 of Chapter 162A, he shall be guilty of a Class 3 misdemeanor and shall be fined not more than five hundred dollars (\$500.00). No fine shall exceed fifty dollars (\$50.00) unless the ordinance expressly states that the maximum fine is greater than fifty dollars (\$50.00).
- 

#### **Chapter 5 Buildings, Addressing, and Abandoned Structures**

Part 4 Abandoned Structures (pg 17). Allows 60 days to bring property into compliance.

(pg 19). Columbus County Planning Department and Columbus County Building Inspections Department are jointly and mutually responsible for the administration and enforcement of this ordinance.

(pg 20). Civil penalty: The County may assess a civil penalty twenty-five and 00/100 (\$25.00) dollars, which amount may be recovered by the county in a civil action in the nature of a debt. Each day in which the violation occurs, or continues, shall constitute a separate offense. No civil penalty shall be assessed prior to notice of violation by citation or letter.

B. Injunction and order of abatement: The provisions of this Ordinance may be enforced by injunction and order of abatement.

C. Criminal penalties: In addition to other remedies cited in this Ordinance, any person violating the provisions of this Ordinance as they relate to G.S. 160D-1119 regarding unsafe buildings subject to fines in accordance with GS 14-4. A fine of not more than one hundred and 00/100 (\$100.00) dollars for the first offense, two hundred and 00/100 (\$200.00) dollars for the second offense, and five hundred and 00/100 (\$500.00) dollars for each subsequent offense, is hereby established. Each day in which the violation occurs, or continues, shall constitute a separate offense.

---

#### **Chapter 10 Planning and Zoning**



**Standard D - Commercial Outdoor Shooting Range (pg 100).** *Civil penalties.* Any person who violates any of the provisions of the Ordinance shall be subject to a civil penalty of two hundred dollars (\$200) per violation. No penalty shall be assessed until the person alleged to be in violation has been notified of the violation. Each day of a continuing violation shall constitute a separated violation. *Criminal penalties.* Any person who knowingly or willfully violates this Ordinance or who knowingly or willfully initiates or continues unapproved actions shall be guilty of a Class 3 misdemeanor punishable by imprisonment not to exceed thirty (30) days, or by a fine not to exceed fifty dollars (\$50.00).

# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

## Date of Request

8/8/2025

## Board Meeting Date Requested

8/18/2025

## Short Title

Administration – Approval of the Foundation Forward Letter of Intent regarding the Charters of Freedom:

## Background

County Manager Eddie Madden is requesting approval of the Foundation Forward Letter of Intent regarding the Charters of Freedom. The location of the Charters of Freedom has been determined to be near 107 Jefferson Street in Courthouse Square in the Columbus County Memorial Garden.

## Specific Action Requested

County Manager Eddie Madden is requesting approval of the Foundation Forward Letter of Intent regarding the Charters of Freedom.

## Supporting Backup Documents

LETTER INTENT FOUND FORW 8.18.25-08132025105336.pdf

## Requested by

Eddie Madden

## Department

Administration

## Title

County Manager

## Email

jana.nealey@columbusco.org

## Clerk Signature

## Date Received

## Board Chair/County Manager

## Approved by Board

☐ Yes ☐ No ☐ Pending



**August 5, 2025**

Columbus County, Whiteville, North Carolina  
Chairman, Lavern Coleman  
127 West Webster Street  
Whiteville, NC 28472

**Re: Columbus County - Charters of Freedom**

**Letter of Intent**

Whereby a presentation was made by Foundation Forward, Inc. to Columbus County on May 5, 2025, and The Board of Commissioners, having taken the matter under consideration, then accepted the terms outlined in this Letter of Intent and the attached Addendum, necessary for the permanent placement of the Charters of Freedom from Foundation Forward, Inc. in Whiteville, North Carolina.

By this letter, Foundation Forward, Inc. affirms its intent to place a four-part setting with brick facade and limestone capstones, which will consist of the Declaration of Independence, four pages of the United States Constitution, and the Bill of Rights, as displayed in The National Archives in Washington, D.C., along with an additional display of the Civil Rights Amendments. This setting will also include Donors Recognition Pedestal(s) and a Time Capsule Vault.

The selected and approved site will be located at 107 Jefferson Street, Whiteville, NC 28472. This site was selected jointly by Foundation Forward, Inc. and Columbus County for its prominent location, providing high visibility, high foot traffic, and easy access by school children and Veterans.

All funds for this project will be kept in a First Horizon Bank account in Burke County, North Carolina under the account named "Foundation Forward, Inc." Foundation Forward, Inc. will make the project's account balance available to Chairman Coleman, or his designee, upon request.

Any and all site preparation, ADA compliance, AND/OR any new landscaping upon completion of the construction, that may be necessary or desired, will be the responsibility of the County of Columbus, as outlined in the attached Addendum. The targeted start date will be determined by the Foundation's current build schedule, and will be subject to a Pre-Construction Conference and the completion of the Construction Checklist (provided during the aforementioned PCC). Planning for a dedication ceremony will begin when the construction process is approximately 75% completed (generally after the facade is constructed).

Time Capsule letter packets will be mailed out to Community Leaders, Veterans Groups, and Civic Organizations. These letters are to be returned via SASE envelope to be included in the time capsule that will be sealed during a Time Capsule and Donors Recognition ceremony to be conducted at least 5-6 months after the Dedication. Additional letters, pictures, flash drives, and some small memorabilia may also be included.

Foundation Forward, Inc.

By: 

Date: 08/07/2025

Founder, Vance Patterson

Columbus County, North Carolina

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

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

Chairman, Lavern Coleman



**FOUNDATION FORWARD LETTER OF INTENT - ADDENDUM**  
**(Revised January 1, 2024)**

**POINT OF CONTACT** - The process of receiving a Charters of Freedom setting begins with The Host Location establishing a Point of Contact (POC) who Foundation Forward will coordinate with throughout the process. The POC must form a Committee for promoting community involvement and planning the Dedication Ceremony, Time Capsule Ceremony, and any other related events. Foundation Forward's Resources and Communications team will work with your POC and Committee to get this message out so your community can get the most out of this project, taking ownership as the process takes place.

**FUNDING** - If you have received a letter of intent from Foundation Forward then plans are in place to design, build, and dedicate your Charters of Freedom setting. We know that people like to participate in these projects by donating money, materials, labor, or other forms of support. Often, host locations decide that they would like to add to the overall layout of the setting by including curb cuts, sidewalks, aprons, flagpoles, benches, landscaping, etc. These items are considered optional and are not covered by the overall scope of work that Foundation Forward provides.

**SITE PREPARATION** - Any utilities, trees, bushes, boulders, or concrete **MUST** be moved so Foundation Forward can proceed with the excavation of the site. The ground must be fairly level and free of standing water. This may require the installation of a retaining wall. Once the site is prepared Foundation Forward, or its approved contractors, will begin excavation and construction of the setting. If a backhoe and operator are available from The Host Location, this is not required but would be greatly appreciated.

**CONSTRUCTION** - Unless otherwise agreed upon, Foundation Forward, Inc. will be responsible for all of the construction of the setting. Any assistance from The Host Location via donated masonry, electrical, trade classes, etc. is appreciated, but not required.

**LIGHTING** - If power is provided to the back of the setting, Foundation Forward will include an LED package to light the chambers so the setting will glow at night and the documents can be viewed. This requires a low voltage transformer that will drop down power to 12 volts, with stranded 20 gauge wiring leading into each document chamber.

**ADA ACCESSIBLE** - The setting itself is ADA Compliant, with the proper height and angle for viewing. Approach sidewalks and an apron in front of the setting may be ADA requisite and would be the responsibility of The Host Location. Foundation Forward will incorporate the Field of Honor area of engravable pavers, measuring 6' x 12', in front of the US Constitution. This area does not require concrete, but these specifications must be met if The Host Location includes an apron. Foundation Forward installs the pavers and will assist with the layout and design of the apron. \*The overall dimensions may vary, with prior approval from Foundation Forward.

**TIMELINE** - Typically the timeline from the signing of the Letter of Intent to the Dedication Ceremony is around six months. Delays in weather and other unforeseen circumstances can lengthen this process, while other factors including donated labor and materials can shorten the process. A sample timeline can be provided.

**DEDICATION** - Foundation Forward has dedicated over fifty settings across the country, so our experience is thorough. We will provide you with a sample Dedication Program that can be modified, within the existing four-page layout, to showcase your community and culture. Typical dedications last 45 minutes complete with bands, choirs, color guards, speeches, and a presentation by Foundation Forward which includes a traditional cannon salute to The Articles of The United States Constitution. It is a life experience for all to attend.



# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

**Date of Request**

8/11/2025

**Board Meeting Date Requested**

8/18/2025

**Short Title**

Administration – Approval of the Resolution to Cancel the September 2nd, 2025 Regular Session Meeting:

**Background**

County Manager Eddie Madden is requesting approval of the resolution canceling the September 2nd, 2025 regular session meeting.

**Specific Action Requested**

County Manager Eddie Madden is requesting approval of the resolution canceling the September 2nd, 2025 regular session meeting.

**Supporting Backup Documents**

RES TO CANCEL the 9.2.25 meeting.docx

**Requested by**

Eddie Madden

**Department**

Administration

**Title**

County Manager

**Email**

jana.nealey@columbusco.org

**Clerk Signature****Date Received****Board Chair/County Manager****Approved by Board**

☐ Yes ☐ No ☐ Pending



# Columbus County

## BOARD OF COMMISSIONERS

### COMMISSIONERS

LAVERN COLEMAN, CHAIRMAN  
CHRIS SMITH, VICE CHAIRMAN  
RICKY BULLARD  
GILES E. BYRD  
BRENT WATTS  
SCOTT FLOYD  
BARBARA FEATHERSON



EDWIN H. MADDEN, JR., COUNTY MANAGER  
AMANDA B. PRINCE, ATTORNEY, DEPUTY CLERK  
JANA NEALEY, CLERK TO THE BOARD

### NOTICE and RESOLUTION to CANCEL MEETING of the BOARD of COUNTY COMMISSIONERS of COLUMBUS COUNTY, NORTH CAROLINA

The Board of County Commissioners of Columbus County, North Carolina, unanimously approved on the 18<sup>th</sup> day of August 2025, to adopt the following **Resolution**.

### WITNESSETH:

**WHEREAS**, the Board of County Commissioners of Columbus County, North Carolina, has presently scheduled meetings at 6:30 P.M. on the first Monday and at 6:30 P.M. on the third Monday of each month; **and**

**WHEREAS**, the Board of County Commissioners of Columbus County, North Carolina, is desirous of cancelling the board meeting scheduled for the first Monday in September, which due to the Labor day Holiday would commence on Tuesday, September 2<sup>nd</sup>, 2025 unless needed.

**BE IT, THEREFORE, RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBUS COUNTY**, North Carolina, pursuant to N.C.G.S. 153A-40, to cancelling the regular meeting of the said Board scheduled for September 2<sup>nd</sup>, 2025 unless needed, be, and the same is hereby cancelled, and the next regularly scheduled meeting of the said Board shall be in the Columbus County Commissioners' Chambers, 127 West Webster Street Whiteville North Carolina, 28472, on Monday, September 15<sup>th</sup>, 2025.

**BE IT, FURTHER, RESOLVED** by the Board of County Commissioners that a copy of this Resolution and Notice shall be placed on the Courthouse Bulletin Board, as well as forwarded to all of the news media who has requested notice.

**ADOPTED** this the 18<sup>th</sup> day of August, 2025.

### COLUMBUS COUNTY BOARD OF COMMISSIONERS

ATTESTED BY:

\_\_\_\_\_  
Lavern Coleman, Chairman

\_\_\_\_\_  
JANA NEALEY, Clerk to Board

# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

**Date of Request**  
8/12/2025

**Board Meeting Date Requested**  
8/18/2025

## **Short Title**

Administration – Approval of the Lease with the Columbus County Literacy Council for Office Space  
Located at 106 Courthouse Square:

## **Background**

County Manager Eddie Madden is requesting approval of the lease with the Columbus County Literacy Council for office space located at 106 Courthouse Square.

## **Specific Action Requested**

County Manager Eddie Madden is requesting approval of the lease with the Columbus County Literacy Council for office space located at 106 Courthouse Square.

## **Supporting Backup Documents**

LITERACY COUNCIL LEASE 8.18.25-08132025104108.pdf

**Requested by**  
Eddie Madden

**Department**  
Administration

**Title**  
County Manager

**Email**  
emadden@columbusco.org

# Columbus County Literacy Council

102 West Main Street \* Post Office Box 946

Whiteville, NC 28472

Phone: 910-207-6082

Email: [cclcread12@bizec.rr.com](mailto:cclcread12@bizec.rr.com)

August 8, 2025

County of Columbus  
127 West Webster Street  
Whiteville, NC 28472

Dear County Commissioners,

The Columbus County Literacy Council has proudly served the citizens of Columbus County for over 45 years. Founded by Ruth Whitley, our mission has always been to improve literacy throughout the community.

Since the passing of our long-time board chair in October 2023, we have worked diligently to maintain operations. However, we are currently facing significant challenges and are at risk of closure. We are reaching out to request your support so that we can continue offering essential literacy services to our county.

Today, members of the Literacy Council Board met with County Manager Eddie Madden and Facilities Services Director Stuart Carroll to tour the office space at 106 Courthouse Square (formerly Judge Gore's office) as a possible new home for the Literacy Council. We understand that in order to occupy this space, we must meet the following requirements:

- Cover utilities
- Provide phone and internet service
- Maintain liability insurance
- Confirm our nonprofit status

With the Board's approval, we are very interested in moving into the space immediately.

Thank you for your continued support of the Columbus County Literacy Council and for your consideration of this request.

Sincerely,



Meleah Collier Evers, Vice Chair  
Board of Directors

Enclosures



State Farm Insurance

PO Box 2916  
Bloomington, IL 61702-2916



COLUMBUS COUNTY LITERACY COUNC  
PO BOX 964  
WHITEVILLE NC 28472-0964

**State Farm Fire and Casualty Company**  
A stock company with home offices in Bloomington, Illinois

Your State Farm Agent

**Mary Jo Williamson**  
1011 North JK Powell Blvd  
Whiteville NC 28472-2120  
Bus: 910-642-3753  
Email: mary.b.williamson.c39z@statefarm.com

## Renewal Declarations

**Policy number:** 93-AP-L047-8

**Policy period:** 12 months

*The policy period begins and ends at 12:01 am standard time at the premises location.*

**Effective date:** November 22, 2024

**Expiration date:** November 22, 2025

### BUSINESSOWNERS POLICY

**Automatic renewal** - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

### NAMED INSURED

COLUMBUS COUNTY LITERACY COUNC

ENTITY

Corporation

### POLICY PREMIUM

*This is not a bill. If an amount is due, then a separate statement will be sent prior to the due date. The premium(s) shown below is (he 12 months premium(s) for the characteristics of the policy as described in this Declarations.*

**Premium:** \$350.00

**Total Premium:** \$350.00

Minimum Premium

### Discounts applied:

Business Experience Rating  
Years in Business

Renewal Discount

### IMPORTANT MESSAGE(S)

Notice - Information concerning changes in your policy language is included. Please call your agent if you have any questions.

**SECTION I - PROPERTY SCHEDULE**

Location number	Location of described premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase - Business Personal Property
001	102 W MAIN ST WHITEVILLE NC 28472-4012	No Coverage	\$35,300	25%

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

**SECTION I - INFLATION COVERAGE INDEX(ES)**

Cov A - Inflation Coverage Index:	N/A
Cov B - Consumer Price Index:	314.5

**SECTION I - DEDUCTIBLES**

**BASIC DEDUCTIBLE** \$1,000

**SPECIAL DEDUCTIBLES:**

Equipment Breakdown:	\$1,000
Money and Securities:	\$250

Other deductibles may apply - refer to policy.

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See schedule". If a coverage does not have a corresponding limit shown below, but has "Included" indicated, refer to that policy provision for an explanation of that coverage.

Coverage	Limit of Insurance
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Collapse	Included
Damage to Non-owned Buildings from Theft, Burglary or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$2,500
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery or Alteration	\$10,000
Glass Expenses	Included
Increased Cost of Construction and Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money Orders and Counterfeit Money	\$1,000



Coverage	Limit of Insurance
Money and Securities	
On Premises	\$5,000
Off Premises	\$2,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up and Removal	\$10,000
Preservation of Property	30 days
Property of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers and Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder or Molten Material Damage	Included

#### SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

Coverage	Limit of Insurance
Loss of Income and Extra Expense	12 Months Actual Loss Sustained

#### SECTION II - LOCATION SCHEDULE

Location number	Location of described premises
001	102 W MAIN ST WHITEVILLE NC 28472-4012





## SECTION II - LIABILITY

Coverage	Limit of Insurance
Coverage L - Business Liability Per Occurrence	\$1,000,000
Coverage M - Medical Expenses	\$5,000 Any One Person
Damage to Premises Rented to You	\$300,000
<b>Aggregate Limits</b>	<b>Limit of Insurance</b>
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

### FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4233.2	Amendatory Endorsement (North Carolina)
* CMP-4532	Exclusion - Cyber Incident
* CMP-4561.5	Policy Endorsement
CMP-4705.2	Loss of Income and Extra Expense
CMP-4709	Money and Securities
CMP-4804	Additional Insured - Club Members
FD-6007	Inland Marine Attaching Declarations
FE-6999.3	Policyholder Disclosure Notice of Terrorism Insurance Coverage
*New Form Attached	

### FULL NAMED INSURED

Named Insured: COLUMBUS COUNTY LITERACY COUNCIL

This policy is issued by the State Farm Fire and Casualty Company.

### PARTICIPATING POLICY

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

President

Secretary

**OTHER MESSAGE(S)****NOTICE TO POLICYHOLDER:**

For a comprehensive description of coverage and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

**Your coverage amount....**

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc. using information you provide about your structure. State Farm does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

State Farm Insurance

PO Box 2915  
Bloomington, IL 61702-2915



COLUMBUS COUNTY LITERACY COUNC  
PO BOX 964  
WHITEVILLE NC 28472-0964

**State Farm Fire and Casualty Company**  
A stock company with home offices in Bloomington, Illinois

Your State Farm Agent

**Mary Jo Williamson**

1011 North JK Powell Blvd

Whiteville NC 28472-2120

Bus: 910-642-3753

Email: mary.b.williamson.c3@z@statefarm.com

## Inland Marine Attaching Declarations

**Policy number:** 93-AP-L047-8

**Policy period:** 12 months

*The policy period begins and ends at 12:01 am standard time at the premises location.*

**Effective date:** November 22, 2024

**Expiration date:** November 22, 2025

### ATTACHING INLAND MARINE

**Automatic renewal** - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

### Annual policy premium: Included

The above premium amount is included in the Policy Premium shown on the Declarations.

### FULL NAMED INSURED

**Named Insured:** COLUMBUS COUNTY LITERACY COUNCIL

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

### FORMS, OPTIONS AND ENDORSEMENTS

\* FE-1401 Exclusion - Cyber Incident  
FE-1265 Amendment of Inland Marine Conditions  
FE-8739 Inland Marine Conditions  
FE-8743.1 Inland Marine Computer Property Form  
\*New Form Attached

See below for schedule page with limits

### ATTACHING INLAND MARINE SCHEDULE PAGE

Endorsement number	Coverage	Limit of insurance	Deductible amount	Annual premium
FE-8743.1	Inland Marine Computer Property Form	\$25,000	\$500	Included

Policy number: 93-AP-L047-8

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Page 1 of 2

CIM Att Dec NC  
FD-6007

1009347 2002 162607 202 03-08-2021





Endorsement number	Coverage	Limit of insurance	Deductible amount	Annual premium
	Loss of Income and Extra Expense	\$25,000		Included

Other limits and exclusions may apply - refer to your policy.

**Internal Revenue Service**

**Department of the Treasury**

**P. O. Box 2508  
Cincinnati, OH 45201**

**Date:** October 29, 2002

Columbus County Literacy Council, Inc.  
P. O. Box 964  
Whiteville, NC 28472-0964

**Person to Contact:**

April C. Howard  
Customer Service Representative

**Toll-Free Telephone Number:**

8:00 a.m. to 6:30 p.m. EST

877-829-5500

**Fax Number:**

513-263-3756

**Federal Identification Number:**

58-1493462

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in July 1988 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Columbus County Literacy Council, Inc.  
58-1493462

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

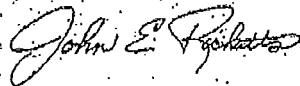
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE  
Customer Account Services



# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

## Date of Request

8/5/2025

## Board Meeting Date Requested

8/18/2025

## Short Title

Transportation – Approval of the Capital Project Ordinance for the Transportation Building Expansion Project:

## Background

Transportation Director Joy Jacobs is requesting approval of the capital project ordinance in the amount of \$350,000 setting up the budget for the Columbus County Transportation Building Expansion Project

## Specific Action Requested

Transportation Director Joy Jacobs is requesting approval of the capital project ordinance in the amount of \$350,000 setting up the budget for the Columbus County Transportation Building Expansion Project

## Supporting Backup Documents

TRANS BUILDING EXP COASTAL ARCH 8.4.25-  
08112025114701.pdf

transportation project ordinance.docx

## Requested by

Joy Jacobs

## Department

Transportation

## Title

Director

## Email

joy.jacobs@columbusco.org

## Clerk Signature

## Date Received

---

**COLUMBUS COUNTY, NORTH CAROLINA**  
**Ordinance making appropriations to the Columbus County**  
**Transportation 5339 FTA Low & No Emission Bus Facilities**  
**Program Grant Fund for the Fiscal Year beginning July 1, 2025**

---

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

**Section 1:** The following amounts are hereby appropriated the Columbus County Department of Transportation 5339 FTA Low & No Emission Bus Facilities Program Grant Fund pursuant to G.S. 159 - 13.

**Source of Revenue**

168-3660-437000 LOCAL MATCH	\$	70,200
168-3660-432330 GRANT	\$	280,800
Total Estimated Revenues	\$	351,000

**Project Appropriations**

168-4522-519034 ENGINEER/ARCHITECT SVS	\$	15,800
168-4522-524000 CONSTRUCTION	\$	335,200
Total Project Appropriations	\$	351,000

**Reason:** The 5339 FTA Low & No Emission Bus Facilities Program Grant is funding the addition and renovations to the Department of Transportation offices.

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

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

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

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

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

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

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

This Project shall become effective on August 18, 2025.  
ADOPTED, this 18th day of August, 2025.

---

Lavern Coleman, Chairman  
Columbus County Board of Commissioners

---

Jana Nealey, Clerk to the Board



# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

## Date of Request

8/11/2025

## Board Meeting Date Requested

8/18/2025

## Short Title

Approval of Contract for Temp Dentist

## Background

While we are waiting for several prospective HRSA candidates to finish their studies, the health department is in need of a temporary dentist to continue to see our patients. This dentist will work 8 AM - 6 PM, 2-3 days each week to continue to see our dental patients.

## Specific Action Requested

Approval of attached contract. The funds are already budgeted for. A not to exceed amount has also been added to the contract after being reviewed by the county attorney.

## Supporting Backup Documents

CDHS Client Agreement May 2025- NC-  
RevisedForcolumbusCounty.pdf

## Requested by

Daniel Buck

## Department

Public Health

## Title

Public Health Director

## Email

daniel.buck@columbusco.org

## Clerk Signature

## Date Received

## Board Chair/County Manager

## Approved by Board

☐ Yes ☐ No ☐ Pending



# Welcome

109 Hinton Avenue, Suite 3  
Wilmington, NC 28403

CDHS.team@mycoastalstaffing.com  
P: (910) 274 - 2470

North Carolina

## Introduction

### Thank You for Your Interest in Working with Coastal Dental Health Staffing!

Our mission is to be a first-choice connection between local top-tier dental practices and dependable dental professionals. Whether your office wants short-term or long-term temps for coverage or to find the right fit for a permanent position, we will utilize a key recruitment strategy built for success.

Along with this onboarding packet, you may have a quick, initial interview with Client Support, who will review all that Coastal Dental Health Staffing can offer you to ensure a successful working relationship. \*Please note that all paperwork must be completed, and all documentation must be received before we book any assignments for your office. We encourage you to reach out to ask any questions you may have. You may reach out to us:

By phone or text at (910) 274-2470

By email at: [cdhs.team@mycoastalstaffing.com](mailto:cdhs.team@mycoastalstaffing.com)

To submit an assignment, you now have a new option with Blue-sky online calendar to submit requests at your leisure, or you can complete our website's online booking tool, send us an email at [cdhs.team@mycoastalstaffing.com](mailto:cdhs.team@mycoastalstaffing.com) or send us a text at (910) 274-2470. Whichever way you choose to submit your assignment, please include ALL the following information:

**Date of Assignment Request- Type of temp requested (FD,DA,RDH,DDS) And as many details as possible to ensure proper fill-in.**

On the day of an assignment, we do ask that your office manager or lead assistant please take the time to give each new temp a walkthrough of the office as well as be given a quick explanation of their responsibilities, the daily schedule flow, and an overview of the equipment that they will be using. And all *OSHA protocols and control plans*. At the end of each assignment, the temp will have an app timesheet that uses Geofencing to record their hours worked.

If, at any time, you are unsatisfied with the temp that we have provided, please do not hesitate to reach out and let us know. We appreciate and encourage all feedback! Suggestions for improvement are always welcomed. We are always striving to better serve our dental community!

We are looking forward to working with you!

Sincerely,

Coastal Dental Health Staffing, LLC

## Client Agreement

This agreement ("Agreement") entered into by and between Coastal Dental Health Staffing, LLC, a limited liability company formed in accordance with the laws of the State of North Carolina law with headquarters located at 109 Hinton Ave, Suite 3, Wilmington, North Carolina 28403, ("Agency") and:

\_\_\_\_\_ a business with the office(s) located at: \_\_\_\_\_  
("Client") (collectively, the "Parties") on \_\_\_\_\_, 20\_\_\_\_ ("Effective Date").

The Agency, under this agreement, will provide Client, upon reasonable notice to the Agency, with temporary workers who shall work for and under the direction of Client at the premises of Client. Both parties, Client and Agency, agree as follows:

This Agreement shall begin on the Effective Date and continue for a period of three (3) years (the "Initial Term"). After the Initial Term, the Agreement will automatically renew for additional three (3) year periods unless either Party notifies the other Party in writing of its desire not to renew within thirty (30) days before the end of the then current term. This Agreement may be terminated at any time by either party for any or no reason at all upon a party's provision of thirty (30) days' written notice to the other party of its desire to terminate.

The Assigned Workers shall perform the services required for the position Client has requested, which shall take place at the premises of the Client's office(s) (an "Assignment"). The Client shall provide all necessary supplies and equipment for the Assigned Worker. The Client will not ask the Assigned Worker to perform any services that he or she is not qualified to perform. The Client is also required to provide support to the Assigned Worker to his or her full capacity, working together to provide quality instructions under the terms stated in this Agreement.

Coastal Dental Health Staffing, LLC will provide payroll for Assigned Workers (other than dentists. Understanding that Coastal Dental Health Staffing, LLC, will prepare and produce weekly payrolls. Assigned Workers will be compensated at an agreed-upon hourly rate and all tax liability will be withheld and submitted to the applicable tax Agency. The Agency will provide Assigned Workers with an annual W-2. The Agency will maintain workers' compensation coverage and general liability coverage for Assigned Workers whose Client is registered for W-2.

The Client, NOT Coastal Dental Health Staffing, LLC, will pay Assigned Workers who are dentists, directly as independent contractors. Dentist Assigned Workers will be responsible for paying their own taxes as independent contractors. The client understands that the dentist Assigned Worker is to be paid in full, promptly, at the end of each day of the assignment with verification of payment provided to the Agency or within timeframe given during booking.



Client shall pay Agency the applicable hourly rate set forth on the most recent Rate and Fee Schedule attached hereto and incorporated herein by reference, as such Schedule is amended by Agency from time to time during the Term of this Agreement. The Assigned Worker shall be paid at the agreed hourly rate for each Assignment. In addition, Client agrees to pay Agency a fee for all Assigned Workers according to the Rate and Fee Schedule in effect at the time of the Assignment. Payment is due upon receipt and are billed after the Assignment has been completed. Client will be charged interest in the amount of 3% (three percent) of the amount due per month for all payments received more than 30 days after the invoice date. (15 day net, late fee after 30 days)

**Not to Exceed.** The total amount paid pursuant to this contract shall not exceed \$125,000

If the Client uses the services of any Assigned Worker as an employee, an independent contractor, or through any person or firm other than the Agency within twelve (12) months after completion of the last Assignment issued by the Agency to Client, the Client must **immediately** notify Agency in writing and pay Agency the fee set forth on the Rate and Fee Schedule in effect at that time. The placement fee must be paid to Agency whether the referral was through Assignment(s) provided to the Assigned Worker, the Agency providing a resume, or through the Agency or any person or firm other than the Agency within twelve (12) months after completion of the last Assignment issued by the Agency to Client.

CLIENTS SHALL NOT HIRE AN ASSIGNED WORKER OF THE AGENCY WITHOUT PRIOR WRITTEN NOTIFICATION TO AGENCY AND PRIOR PAYMENT TO AGENCY OF PLACEMENT FEE SET FORTH ON THE RATE AND FEE SCHEDULE IN EFFECT AT THAT TIME. THE CLIENT AGREES TO NOT CONTACT OR HIRE ANY ASSIGNED WORKER, WHETHER AS AN EMPLOYEE, TEMPORARY EMPLOYEE, CONTRACT WORKER, OR INDEPENDENT CONTRACTOR, WHO HAS BEEN ASSIGNED TO THE CLIENT WITHIN A PERIOD OF TWELVE (12) MONTHS FROM THE LAST DATE THE ASSIGNED WORKER WORKED IN CLIENT'S OFFICE(S), UNLESS CONSENTED TO BY AGENCY AND CLIENT HAS PAID ALL FEES DUE AGENCY FOR SUCH PLACEMENT ACCORDING TO THE RATE AND FEE SCHEDULE. FAILURE OF CLIENT TO COMPLY WITH THIS SECTION ALLOWS AGENCY TO SEEK ALL EQUITABLE AND LEGAL REMEDIES ALLOWED BY LAW, INCLUDING, WITHOUT LIMITATION, INJUNCTIVE RELIEF. CLIENT WILL BE RESPONSIBLE TO PAY ALL COSTS, EXPERTS' FEES AND REASONABLE ATTORNEYS' FEES INCURRED BY AGENCY FOR BREACH OF THIS SECTION OF THIS AGREEMENT.

All communication regarding Assignments must be communicated and confirmed through the Agency and not with the Assigned Worker. There are no exceptions to this requirement.

The Agency cannot promise to fulfill a requested Assignment from the Client; however, the Agency will use its best efforts to fulfill all Client requests. The Client understands that there are no guarantees of Assignment placement(s). The Agency shall provide temporary staffing at the Client's request, however, circumstances out of the Agency's control may limit areas, days, hours, and availability of Assigned Workers.

The Client is responsible for the schedule(s) of their practice and for submitting all requests for hours and days of coverage needed. Assignment Workers will accept Assignments based on the hours originally requested. If the Client cancels the requested Assignment WITHIN **forty-eight (48)** hours of the requested Assignment start time, or if the office of the Client closes or eliminates the schedule for Assignment for any reason after the Assignment has commenced, the Client will be obligated to pay Agency any applicable rates for the Assigned Worker and Agency fees as set forth in the Schedule. Client shall pay the Agency a **six (6) hour minimum** for each Assigned Worker and Agency fees included for **all canceled Assignments**.

Both Agency and Client may receive information that is proprietary to or confidential to or that constitutes trade secrets of the other party or its affiliated companies and its clients. Any information exchanged between the parties regarding the business, finances, or other affairs of Client and/or its affiliates that is received or learned by Agency pursuant to this Agreement shall be treated as confidential and shall not be disclosed or made available by Agency to any third parties, except as required by law. Any information exchanged between the parties regarding the business, finances, or other affairs of Agency and/or its affiliates that is received or learned by Client pursuant to this Agreement shall be treated as confidential and shall not be disclosed or made available by Client to any third parties. Each party shall only use the other's confidential information in its performance of this Agreement, but not for any other purpose and not for their own benefit or any other party. No knowledge, possession, or use of Client's confidential information will be imputed to the Agency because of Assigned Workers' access to such information.

Client will indemnify, defend, and hold harmless Client, along with Client's officers, directors, members, managers, employees, agents, affiliates, parent, subsidiaries, successors, and permitted assigns, from and against any and all losses, damages, claims, judgments, settlements, interest, penalties, costs, and other expenses whatever kind or nature, including reasonable attorneys' fees and related costs, arising (i) directly or indirectly out of Client's breach of any term set forth in this Agreement; (ii) and/or Client's negligence, misconduct, or violation of applicable law.

Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter. If any part or portion of this Agreement is deemed to be invalid and therefore unenforceable, the remaining provisions shall continue in full force and effect. This Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws principles. The parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in New Hanover County, North Carolina. Both parties hereby submit to the exclusive jurisdiction and venue of any such court.

This Agreement, along with any exhibits and attachments incorporated herein by reference, sets forth the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreements or communications between the Parties, whether written, oral, electronic, or otherwise, relating hereto. This complete and exclusive statement of the terms agreed upon shall supersede prior negotiations, understandings, or agreements. No representation, inducement, or promise has been made or relied upon by either Party in entering this arrangement other than as specifically set forth herein. This Agreement may be modified only by a written amendment signed by an authorized representative of each Party. To the extent that the terms hereof contradict any of the terms of any attachment hereto, the terms hereof shall govern, unless specifically set forth to the contrary in any such attachment.

Applicant Name	Applicant Signature	Date
Coastal Dental Health Staffing, LLC		
Agency Name	Authorized Signature for Agency	Date



### Office Information

Office Name		Office Website		
Office Address				
Street		City	State	Zip Code
Office Phone		Office Email		
Contact Name		Title		
Contact Phone		Contact Email		
After Hours Contact name		Phone		
Practice Type: General / Specialty				
Dentists at Office:				
Name:		Email:		
Office Hours:				

May we call and/or text you regarding assignments within our working hours of 6a – 9p daily?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is there a designated lunch break?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, time and how long
Requested Arrival Time for Assignment: (ex: 15min prior to start)			
Uniform / Scrub Requirements:			
Do you provide Scrub Jackets?			
Office Software	X-ray Software		
X-ray Equipment: Wall Unit, Nomad, other			
Are you looking to fill any permanent positions at your office at this time?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, which position(s)?			

### Invoice Payment Processing

Coastal Dental Health Staffing, LLC streamlines invoice payments through various options: user- <https://freedommerchants.com/coastaldentalmulti.php>, Electronic Bank Account, Credit Card, ACH, and bill.com. Stored information will be used for invoice generation, and payment receipts are emailed to the provided address. Notify us promptly of any account changes.

Office Name	Office Phone Number
Office Contact Name	Contact Phone Number
Email Address for Invoices and Payment Receipts:	

**\*Please note that one of the following payment options MUST be filled out prior to Coastal Dental Health Staffing, LLC booking any assignments for your office.**

**\*\*Reminder: Our temporary workers are paid weekly.\*\***

**To ensure that we continue to provide you with the highest quality of service, it is essential that invoices are paid on time. Timely payments help us maintain our commitment to our workers and keep everything running smoothly. We greatly appreciate your cooperation and understanding.**

### Electronic Bank Draft : ACH Available Per Request

I hereby authorize an automatic debit on the account designated below for Coastal Dental Health Staffing, LLC in the amount shown on the invoice generated at the end of each assignment. These terms are additionally located in the client agreement portion of the onboarding DocuSign packet.

Bank Name	
Name on Account:	
Bank Routing #	Bank Account #

I understand and agree to allow Coastal Dental Health Staffing, LLC to electronically debit my account upon completion of each assignment. I agree to pay for services provided to me by Coastal Dental Health Staffing, LLC according to banking regulations.

Automatic invoice payment: Invoices are sent on Wednesday, and payments are processed on Friday. Yes ☐ No ☐

Authorizing Person's Signature:			
Authorizing Person's Name (Print):		Date:	
<b>Credit Card Processing</b>			
<b>There will be a 3% processing fee on all credit card payments.</b>			
I hereby authorize an automatic debit on the credit card account designated below for Coastal Dental Health Staffing, LLC in the amount shown on the invoice generated, plus the 3% processing fee, at the end of each assignment. These terms are additionally located in the client agreement portion of the onboarding DocuSign packet.			
Name on Account:			
Credit Card #:	Expiration Date:		CVC #:
Card Type:	<input type="checkbox"/> Visa	<input type="checkbox"/> MC	<input type="checkbox"/> Amex <input type="checkbox"/> Disc
Billing Address			
Street		City	State Zip Code
I understand and agree to allow Coastal Dental Health Staffing, LLC to electronically debit my credit card account upon completion of each assignment plus an additional 3% processing fee. I agree to pay for services provided to me by Coastal Dental Health Staffing, LLC according to the credit card issuer agreement.			
Automatic invoice payment: Invoices are sent on Wednesday, and payments are processed on Friday.			Yes <input type="checkbox"/> No <input type="checkbox"/>
Authorizing Person's Signature:			
Authorizing Person's Name (Print):		Date:	

<b>Late Fees and Auto Run for Late Payments</b>
<b>Invoices are Net 15 and must be paid within 15 days of the invoice date.</b> <b>There will be a 3% Late Fee added to the invoice amount once payment becomes 30 days past due. Any/All invoices that fall past 30 days, will be charged to the payment method on file with CDHS. If payment does not go through, An additional 3% late fee will be added to the invoice amount for every additional 30 days past due until the balance is paid in full.</b>
Client authorization:

<b>Payment Rates and Fees</b>					
Invoice amounts for assignments will be calculated as follows: *EXAMPLE*					
Hourly rate (45)	X	total assignment hours (8)	=	total assignment worker cost (360.00)	+ Agency Fee- (CDHS Daily Rate) *RDH example* 35% (126.00)
				=	Amount Due to CDHS (\$486.00)
<b>Dentist Fees</b>					
If the temp filling-in is a dentist, there will be a \$120.00 fee charged to your office for each assignment. The dentist is to be paid directly, by your office, at the completion of their assignment. *					
<b>Parking Fees</b>					
Any parking fees incurred to Assignment Worker will also be added as a separate, additional charge.					
<b>Coastal Dental Health Staffing, LLC Fee</b>					
The 35% that Coastal Dental Health Staffing, LLC charges are in place to cover direct payroll costs, which include employer-matched taxes, liability insurance, worker's compensation, the overhead for credential checks/verifications, and associated payroll processing fees for the temps filling in at your office.					
<b>Hourly Pay Base Rate Per Skill Set</b>					
<b>Rates are generated based on experience, location, &amp; commute time.</b> <b>Fees are subject to change. Notice will be sent out prior to any change being made.</b>					
Front Desk Receptionist	\$17- 26/ hr	Registered Dental Hygienist	\$45- 60/ hr		
Dental Assistant 1	\$16- 22/ hr	Dental Assistant 2	\$23- 30/ hr		
DDS - Hyg Exams Only	\$80 - 110/ hr	DDS - General	\$100 - 150/ hr		

<b>Permanent Placements</b>
<p>If at any time, your office is interested in hiring a temp that has been assigned to or referred to your office by Coastal Dental Health Staffing, LLC, there will be a referral fee charged to your office via invoice. An individual referral may be made through phone, introduction, resume, or their filling-in at your location. The referral fee will be due on the date that the temp accepts the permanent position.</p> <p>This condition applies for a period of three hundred and sixty-five (365) days after the last date that our temp completed an assignment or had any contact with your office regarding any business that directly involves Coastal Dental Health Staffing, LLC. If the placement does not work out, Coastal Dental Health Staffing, LLC will credit to account <b>50% of the referral fee if employment ends within thirty (30) days.</b></p>



**Permanent Placement Fee Per Skill Set**

The fee remains the same for part-time or full-time placement.

Front Desk Receptionist		\$800.00	Billing & Insurance Coordinator	\$900.00
Office Manager	\$1,500.00 - up to 5yrs experience		\$1700.00 - 5yrs+ experience	
Dental Assistant 1	\$1000.00		* New Grad: \$ 850.00	
Dental Assistant 2	\$1250.00		* New Grad: \$ 950.00	
Registered Dental Hygienist		\$4,000.00	* New Grad: \$3,200.00	
General Dentist		\$12,000.00	* New Grad: \$9,000.00	
Specialty Dentist		To be discussed upon hiring		

On behalf of my/our office, I have read and understood all of the information provided in the above sections regarding temp pay rate scale, Coastal Dental Health Staffing, LLC's fees including the temp's daily rate fee, parking fees, and referral fees. My/Our office agrees to pay all rates and fees and also agrees to all terms and conditions set forth above.

Signature

Printed Name

Today's Date

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

Finance Officer

Date

Approved as to form: \_\_\_\_\_



# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

## Date of Request

8/13/2025

## Board Meeting Date Requested

8/18/2025

## Short Title

Automatic renewals for senior center lease agreements for term od 3 years.

## Background

Automatic lease agreements for term of 3 years or Tabor City Senior Center, Chadbourn Senior Center, Bolton Senior Center, and East Columbus Senior Center.

## Specific Action Requested

Department of Aging is seeking automatic renewal for term of 3 years, on lease agreements for Tabor City Senior Center, Chadbourn Senior Center, Bolton Senior Center, and East Columbus Senior Center.

## Supporting Backup Documents

Lease agreements have been mailed to each site.docx

Chadbourn\_Facility Use Agreement.docx

Bolton FACILITY USE AGREEMENT.docx

TaborCity.060325.doc

East Columbus.060325.doc

## Requested by

Kristie Massey

## Department

Aging

## Title

Director

## Email

kristie.massey@columbusco.org

## Clerk Signature

## Date Received

## **FACILITY USE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of **July, 2025**, by and between the Columbus County Department of Aging, P.O Box 1327, Whiteville, N.C. (hereinafter “CCDOA”) and the Town of Bolton, P.O. Box 327, (hereinafter “BOLTON”).

**WITNESSETH:**

That for a consideration for \$200.00 per month, the CCDOA may use the building and facilities at 15354 Sam Potts Hwy., being the same as located on the north side of Bolton Town Hall. BOLTON will allow the facilities to be used by the CCDOA for a Nutrition Site and a Senior Center Monday through Friday, 8:00 a.m. to 5:00 p.m. The parking lot, restrooms, kitchen facilities, meeting area, tables, chairs and other equipment, if available, may be used by the CCDOA.

CCDOA will provide content insurance on items belonging to CCDOA.

BOLTON is responsible for providing insurance on its buildings and equipment owned by it.

Listed below are expenses and the party responsible for paying such expenses:

**CCDOA is responsible for paying:**

Electrical repairs \*Minor  
Heat & Air Conditioning \*Minor  
Household janitorial services  
Interior services bugs and rodents  
Repaint with labor and materials interior  
Plumbing repairs \*Minor

**BOLTON is responsible for paying:**

Electrical utilities  
Electrical repairs \*\*Major  
Heat & Air Conditioning repairs \*\*Major  
Water  
Exterior repairs  
Interior repairs  
Roof repairs  
Act of God or Vandalism  
Exterior service bugs and rodents  
Garbage pickup

Repaint with labor and materials exterior  
Parking lot  
Plumbing \*\*Major

\* Minor repairs are repairs costing \$100.00 or less.

\*\*Major repairs are repairs costing more than \$100.00.

Any changes to this Agreement must be agreed upon by both parties.

This Agreement will be effective July 1, 2025, through June 30, 2027, for an initial term of two (2) years. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either party. After the initial two-year term, either party may terminate this Agreement by providing the other party with ninety (90) days' prior written notice.

Either party may cancel this Agreement by giving the other party 90 days prior written notice.

#### COLUMBUS COUNTY DEPARTMENT OF AGING

By: \_\_\_\_\_  
Kristie Massey, Executive Director  
P.O. Box 1327  
Whiteville, NC 28472

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

By: \_\_\_\_\_  
Edwin H. Madden  
Columbus County Manager

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

#### TOWN OF BOLTON

By: \_\_\_\_\_  
Shawn Maynor  
Mayor  
P.O. Box 327  
Bolton, NC 28423

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



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

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Columbus County Finance Officer

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County Staff Attorney

## **FACILITY USE AGREEMENT**

**THIS AGREEMENT**, made and entered in to this **1<sup>st</sup> day of July, 2025**, by and between Columbus County Department of Aging , P.O. Box 1327, 827 Washington St., Whiteville, NC 28472, (hereinafter “CCDOA”) and Town of Chadbourn, 602 N. Brown Street, Chadbourn NC 28431, (hereinafter “CHADBOURN”).

### **WITNESSETH:**

That for a consideration of \$500.00 per month, the Chadbourn Civic Center, located at 403 N. Pine Street, Chadbourn, NC 28431, will be made available to the CCDOA for use as a Senior Center and Nutrition Site for the elderly, and for any other activities sponsored by the CCDOA, except for election dates and the Strawberry Festival. The parking lot, restrooms, chairs, tables, and other available equipment may be used by the CCDOA. CCDOA will be allowed to provide additional equipment for programs.

The CCDOA will be allowed to remove equipment belonging to CCDOA at the termination of the agreement.

CHADBOURN will provide insurance on the building.

CCDOA will provide insurance on contents owned by the CCDOA.

Listed below are expenses and the party responsible for paying such expenses.

#### CCDOA is responsible for paying:

- Telephone
- Lawncare/Maintenance\*Minor
- Electrical repairs \*Minor
- Plumbing \*Minor
- Parking lot
- Heating & Air Conditioning \*Minor
- Interior Repairs \*Minor
- Repaint Interior with labor and materials
- Household janitorial services only
- Extermination services interior bugs and rodents only
- Exterior repairs \*Minor

#### CHADBOURN is responsible for paying:

- Electrical utilities
- Water
- Sewer
- Exterior repairs \*\*Major
- Plumbing \*\*Major
- Act of God/Vandalism
- Garbage pickup
- Extermination services exterior bugs and rodents only
- Electrical repairs \*\*Major

- Heating & Air Conditioning Major
- \* Minor repairs are repairs costing \$100.00 or less.
- \*\*Major repairs are repairs costing more than \$100.00.

This Agreement will be effective July 1, 2025, through June 30, 2027, for an initial term of two (2) years. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either party. After the initial two-year term, either party may terminate this Agreement by providing the other party with ninety (90) days' prior written notice.

Any changes to this Agreement must be agreed upon by both parties.

Either party may cancel this Agreement by giving the other party 90 days prior written notice.

#### COLUMBUS COUNTY DEPARTMENT OF AGING

By: \_\_\_\_\_  
 Kristie Massey, Executive Director  
 P.O. Box 1327  
 Whiteville, NC 28472

By: \_\_\_\_\_  
 Edwin H. Madden  
 Columbus County Manager

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

#### TOWN OF CHADBOURN

By: \_\_\_\_\_  
 Phillip C. Britt, Mayor  
 602 N. Brown Street  
 Chadbourn, NC 28431

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

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

\_\_\_\_\_  
 Columbus County Finance Officer

\_\_\_\_\_  
 County Staff Attorney



## **FACILITY USE AGREEMENT**

**THIS AGREEMENT** made and entered into this **1<sup>st</sup> day of July 2025**, by and between Columbus County Department of Aging, P.O. Box 1327, 827 Washington Street, Whiteville, NC 28472, (hereinafter "CCDOA"), and East Columbus Senior Center and Nutrition Site, located at the Ransom Community Center, 2694 General Howe Hwy., Riegelwood, NC (hereinafter "RANSOM").

### **WITNESSETH:**

RANSOM agrees that for consideration of \$325.00 per month, the Ransom Community Center will be made available to CCDOA for use as follows:

1. for use as a congregate nutrition site and senior center for the elderly;
2. hours of operation are from 8:00 a.m. to 5:00 p.m. on Mondays through Thursdays and 8:00 a.m. to 1:30 p.m. on Fridays; and
3. night classes and weekend activities will be coordinated with RANSOM.

CCDOA will provide insurance on its contents.

RANSOM will provide insurance on the buildings.

Listed below are expenses and the party responsible for paying such expenses.

### **RANSOM is responsible for paying:**

Electrical Cost

Heat & Air Conditioning Cost

Water

Exterior Repairs

Interior Repairs

Roof Repairs

Acts of God or Vandalism Destruction

Professional Janitorial Service

Extermination Service - Interior/Exterior

Repaint with labor and materials

Parking Lot

Plumbing

Heat and Air Conditioning Repairs

Electrical Repairs

### **CCDOA is responsible for paying:**

Telephone service

Office supplies

Janitorial service for CCDOA program activities.

Blinds

Bulletin Board

RANSOM will be responsible for normal wear and tear on the building. Excessive wear and tear will be the responsibility of CCCDOA. Photos shall be taken on July 1, 2025 to record the status of the building at the beginning of the lease term.

Any additional changes must be agreed upon by both parties in writing.

This Agreement will be effective July 1, 2025, through June 30, 2027, for an initial term of two (2) years. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either party. After the initial two-year term, either party may terminate this Agreement by providing the other party with ninety (90) days' prior written notice.

Either party may cancel this Agreement by giving the other party 90 days prior written notice.

COLUMBUS COUNTY DEPARTMENT OF AGING

By: \_\_\_\_\_  
Kristie Massey, Executive Director  
P.O. Box 1327  
Whiteville, NC 28472

By: \_\_\_\_\_  
Edwin H. Madden  
Columbus County Manager

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

RANSOM COMMUNITY CENTER/SENIOR CENTER

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
2694 General Howe Highway  
Riegelwood, NC 28456

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

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

\_\_\_\_\_  
Columbus County Finance Officer

\_\_\_\_\_  
Approved by County Staff Attorney





## FACILITY USE AGREEMENT

**THIS AGREEMENT**, made and entered into this **1<sup>st</sup> day of July 2025**, by and between Columbus County Department of Aging, P.O. Box 1327, 827 Washington Street, Whiteville, NC 28472, (hereinafter "CCDOA"), and Tabor City Recreation Commission, Inc., Tabor City, NC 28463, (hereinafter "TCRC").

**WITNESSETH:**

That for a consideration of \$500.00 per month, the recreational building located at 110 Lynwood Norris Road, Tabor City, NC will be made available to the CCDOA for use as a Senior Center and Nutrition Site for the elderly and any other activities sponsored by the CCDOA.

The parking lot, restrooms, chairs, tables and other available equipment owned by TCRC may be used by CCDOA. CCDOA will be allowed to provide additional equipment for programs.

CCDOA will be allowed to remove equipment belonging to CCDOA at the termination of this Agreement. CCDOA will provide insurance on its contents. TCRC will provide insurance on the building.

Listed are expenses and the party responsible for paying such expenses:

**CCDOA is responsible for paying:**

Monthly Electrical cost  
Interior Extermination Services (Bugs and rodents only)  
Household janitorial services only  
Repaint interior, including labor and materials  
Electrical Repairs \*Minor  
Heat & Air Conditioning Repairs \*Minor  
Plumbing \*Minor  
Sewer, Water and Garbage pickup

**TCRC is responsible for paying:**

Exterior Extermination Service  
Exterior Repairs  
Interior Repairs  
Acts of God/Vandalism Destruction  
Parking Lot (TCRC and Town of Tabor City)  
Electrical Repairs \*\*Major  
Heat & Air Conditioning Repairs \*\*Major  
Plumbing \*\*Major

\* Minor repairs are repairs costing \$100.00 or less.

\*\* Major repairs are repairs costing more than \$100.00.

Any additional changes must be agreed upon by both parties.

This Agreement will be effective July 1, 2025, through June 30, 2027, for an initial term of two (2) years. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either party. After the initial two-year term, either party may terminate this Agreement by providing the other party with ninety (90) days' prior written notice.

Either party may cancel this Agreement by giving the other party 90 days prior written notice.

COLUMBUS COUNTY DEPARTMENT OF AGING

By: \_\_\_\_\_  
Kristie Massey, Executive Director  
P.O. Box 1327  
Whiteville, NC 28472

By: \_\_\_\_\_  
Edwin H. Madden  
Columbus County Manager

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

TABOR CITY RECREATION COMMISSION, INC.

By: \_\_\_\_\_  
Tony Watts, President  
1135 River Road  
Tabor City, NC 28463

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

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

\_\_\_\_\_  
Columbus County Finance Officer

\_\_\_\_\_  
Approved by County Attorney

# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

## Date of Request

8/12/2025

## Board Meeting Date Requested

8/18/2025

## Short Title

Approval of contract with Coastal Architecture for installation of automatic transfer switches at designated emergency shelters

## Background

This contract is for the design of generator ATS at identified emergency shelter locations.

## Specific Action Requested

Approve the contract and scope of work  
Approve requisition for funding identified scope of work

## Supporting Backup Documents

Columbus ATS contract.pdf

## Requested by

Kay Stephens

## Department

Emergency Services

## Title

Director

## Email

kay.stephens@columbuscountync.gov

## Clerk Signature

## Date Received

## Board Chair/County Manager

## Approved by Board

☐ Yes ☐ No ☐ Pending





# AIA® Document B105® – 2017

## Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the third day of July in the year two thousand twenty five  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

County of Columbus »« »  
« 127 W. Webster Street »  
« Whiteville, NC

and the Architect:  
(Name, legal status, address and other information)

Coastal Architecture pllc  
4206 Bridges Street  
Suite C  
Morehead City, Nc 28557

for the following Project:  
(Name, location and detailed description)

Columbus County Generators ATS for 5 Schools

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Includes electrical engineering

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

## ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement

shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

#### ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

- Design for Generator ATS for 2 High Schools and 1 other school : \$24,050.00
- Bidding/Negotiation Fee for 2 High Schools and 1 other school: \$1,500.00
- Construction Administration Services for 2 High Schools and 1 other school: \$10,000.00
- Design for Generator ATS for 2 remaining schools : \$ 24,050.00
- Bidding/Negotiation Fee for 2 remaining schools: \$1,500.00
- Construction Administration Services for 2 remaining schools: \$7,500.00

The Owner shall pay the Architect an initial payment of zero (\$ 0 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest from the date payment is due at the rate of one percent ( 1 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond eighteen ( 18 ) months of the date of this Agreement through no fault of the Architect.

#### ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

Not applicable

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

BY: Lee Dixon AIA President Coastal  
Architecture pllc

\_\_\_\_\_  
(Printed name, title, and license number if required)



**Attorney's Office – Approval to Participate in Settlement regarding Sackler which is associated with the Ongoing Opioid Settlement:** Amanda Prince is requesting approval participate in settlement regarding Sackler which is associated with the ongoing Opioid Settlement.

The details of this settlement are not yet public record, this request is just for Columbus County to agree to participate

# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

**Date of Request**

8/12/2025

**Board Meeting Date Requested**

8/18/2025

**Short Title**

Attorney's Office – Approval to Participate in Settlement regarding Sackler which is associated with the Ongoing Opioid Settlement:

**Background**

Amanda Prince is requesting approval participate in settlement regarding Sackler which is associated with the ongoing Opioid Settlement.

**Specific Action Requested**

Amanda Prince is requesting approval participate in settlement regarding Sackler which is associated with the ongoing Opioid Settlement.

**Supporting Backup Documents**

Attorney SACKLER.docx

**Requested by**

Amanda Prince

**Department**

Attorney's Office

**Title**

County Attorney

**Email**

aprice@columbusco.org

**Clerk Signature****Date Received****Board Chair/County Manager****Approved by Board**

☐ Yes ☐ No ☐ Pending

# Mid-Month Departmental Reports



*Columbus County Clerk to the Board*  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
[jana.nealey@columbusco.org](mailto:jana.nealey@columbusco.org)

**Board Meeting Date**

8/18/2025

**Report Month**

July

**Upload Report Here**

Commissioners Report July 2025.docx

Economic Services Narrative July 2025.docx

Human Services Narrative July 2025.doc

**Department**

Social Services



## **Monthly Administrative Update**

**For July 2025**

**August 18, 2025 Meeting**

### **2025 Medicaid Audit**

On July 16<sup>th</sup> Mauldin & Jenkins Accounting & Financial Services completed the first 45 Medicaid eligibility case audit. No errors identified. Exceptional job performance by our Medicaid department especially being short staffed. So hats off to them!

### **PATH NC**

Thus far, the system is performing effectively, with no major technical or operational issues reported. Early feedbacks from county-level users indicates the platform is user-friendly, more intuitive than prior systems and supports greater transparency and collaboration in case management. For Columbus County, the transition has been particularly smooth given that we previously operated under a paper-based system. Unlike counties that had to convert from one digital platform to another, this implementation represents a direct leap forward allowing us to adopt a more efficient, centralized, and user-friendly digital case management process without the disruption of switching systems. Staff have adapted well to the new system. The state continues to provide ongoing support to ensure consistent usage and successful integration across all counties.

### **Hurricane Readiness**

On July 23<sup>rd</sup>, I attended the recent Emergency Operations Center (EOC) Tabletop exercise focused on hurricane readiness and coordinated disaster response. The exercise provided valuable insight into preparedness strategies and reinforced the importance of cross-agency collaboration during emergency events.

As the Department of Social Services is the lead agency for Shelter coverage, we are actively working to ensure our team is fully prepared; this includes coordinating American Red Cross online shelter training for staff. The training is especially important at this time, as we have several new team members that would be new to shelter operations. Our goal is to ensure all staff are equipped with the tools and training necessary to respond with confidence and care in the event of a hurricane or other disaster affecting our community.

**July Collections**

Child Support \$ 430,137.00

Program Integrity \$ 3,248.69

*Respectfully Submitted,*

*Dwella M. Hall*

*Director*

**July 2025**  
**Human Services**

**Adult Services (APS)**

APS Reports Accepted: 17  
County Wards: 30  
Number of Payee Cases: 9  
Adults Served APS: 0

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

Reports Accepted: 38  
Reports Screened out: 66  
Families Receiving In-Home Services: 6  
Children Served: 15  
Contacts with Families Monthly: 50  
Assessments: 35

**Foster Care**

Foster Children in Foster Homes: 74  
Children Placed Outside County: 31  
Agency Adoptions: 1  
Pending Adoptions: 0  
Total Foster Homes Licensed: 6  
Total Children in Foster Care: 74

**Work First Employment (TANF)**

Applications Taken: 27  
Applications Approved: 4  
Individuals Receiving Benefits: 122  
Entered Employments: 1  
Number in Non-Paid Work Experience: 0



**July 2025**  
**Human Services (continued)**

**Program Integrity**

Collections for Fraud: \$3,248.69

New Referrals: 3

Cases Established: 1

**Day Care**

Children Receiving Day Care Assistance: Not Available

Children on the Waiting List: 222

Amount Spent on Day Care Services: \$Not Available

**July 2025**  
**Economic Services**

**Food & Nutrition**

Applications Taken: 308  
Applications Approved: 303  
Active Cases: 5,735  
Benefits Issued: \$1,906,892.00  
Participants Served: 11,302

**Adult Medicaid**

Applications Taken: 124  
Redeterminations: 137  
Applications Processed: 88  
Total Medicaid Cases: 16,895  
Total Individuals Receiving: 21,146

**Medicaid Transportation (NEMT)**

Number of Medicaid Transportation Trips: 1,079  
Amount Requested for Reimbursement: \$27,241.26

**Family & Children's Medicaid**

Applications Taken: 146  
Applications Processed: 304  
Redeterminations: 563

**Child Support**

Absent Parents Located: 40  
Orders Enforced: 937  
Active Cases: 3,024  
Collections: \$430,137.00

***Economic Services Board Report  
Darlene Jenkins-Parks, Income Maintenance Administrator  
Updates/News/Vacancies for July 2025***

***SFY 2025 Medicaid Audit***

As part of the county audit process; an auditor with Mauldin & Jenkins Accounting & Financial Services completed the first 45 Medicaid eligibility case audit July 16<sup>th</sup>. Awesome results no errors identified. Outstanding job especially while short staffed. Next 15 cases to be audited is expected to be requested in September.

***Energy Programs***

Agency was allotted \$33,751.59 in CIP funding on July 11, 2025 to assist the county residents in an energy crisis. This amount is substantially lower than previous year allotments. As of 7/31; that were 169 applications processed, 84 CIP applications approved, the current CIP fund balance is \$6,078.27. Applications will be taken until all funds are exhausted. No information if additional funds will be given to counties at this time.

***Food & Nutrition and Energy Programs ME Update***

FNS program regulations subsequent to the Food Stamp Act of 1977, as published in the Federal Register of March 11, 1980, requires the state conduct Management Evaluations (ME) reviews in each county. This review is conducted as part of the NC Performance Reporting System. Our second 6-month follow-up has been completed resulting five more error areas removed. There are now only three areas that will be followed up on in the next six-month review. Outstanding especially with the staff shortage.

***Children & Families Specialty Plan (CFSP)***

CFSP is a new NC Medicaid managed care health plan effective December 2025. CFSP will operate alongside existing managed care plans to better serve children, youth and young adults in foster care, receiving adoption assistance, formerly in foster care with services such as physical and behavioral health, pharmacy services, long term services and support (LTSS) and Intellectual/Developmental Disability (I/DD) services, as well as unmet health related resource needs. It is designed to improve care continuity and coordination without removing or replacing other options.

***Current Vacancies (not including any previous frozen positions):***

- (4) IMC II's Adult Review & Intake, FNS Intake & Review
- (2) IMC III's FNS Leadworker and LTC



### ***Food & Nutrition Services***

***Intake team*** (6) IMC II's. IMC III lead position vacant. They intake and process all FNS applications.

***Recertification team*** (6) IMC II's. Unit supervisor remains out on FMLA. They handle monthly re-certifications, address all changes and work reports timely, assisting clients daily with multiple calls and face to face contact.

### ***Family & Children Medicaid***

***Intake team*** (6) IMC II's. They intake and process all F&C Medicaid and Energy programs applications.

***Recertification team*** (7) IMC II's. They handle monthly re-certifications, address all changes and work reports timely, assisting clients daily with multiple calls and face to face contact.

### ***Adult Medicaid***

***Intake team*** (5) IMC II's; (1) vacant IMC II position. They intake and process all Adult Medicaid applications and back-up to Energy program if needed.

***Adult Medicaid Recertification team*** (5) IMC II's; (1) vacant IMC II position. Unit supervisor remains out on FMLA. They handle monthly re-certifications, address all changes and work reports timely, assisting clients daily with multiple calls and face to face contact.

### ***Long Term Care/Community Alternative Program/Special Assistance***

***LTC/CAP/SA team*** (1) experienced IMC III; (1) IMC III filled on 7/21. They handle all (3) programs the intake/processing/recertifications.

### ***Non-Emergency Transportation***

***NEMT team*** (1) Processing Assistant and (1) Office Assistant. They handle all NEMT eligibility and billing procedures.

### ***Child Support:***

***Establishment team*** (3) CSA II's. Only (1) trained, (1) with 6-months training and (1) joined the unit on 7/21. This unit handles all establishment caseloads.

***Enforcement team*** (4) CSA II's. This unit handles all enforcement of child support once case has been established. Both teams continue to increase number of cases placed on court calendar.

***HUMAN SERVICES BOARD REPORT***  
**Marcee Swindell-Thompson**  
**Vacancies/Updates/News for July 2025**

**Intake/Investigation/Assessment:**

The CPS unit has hired two new Social Workers. Our unit has three vacancies that includes one investigative/Assessment and two after-hours positions. The department continues to receive referrals related to substance use, physical abuse, sexual abuse, and mental health issues. There are currently no after-hour workers and The Team (CPS, In-Home, Foster Care, APS and Transitional Unit has held the responsibility of covering after-hours. The Team also covers intake as backup for the intake worker, which has been a challenge for all workers. As a team, we are becoming more acclimated with the new Path NC system. Workers and Supervisors are working together to help assist with any questions and concerns.

**In-Home Services:**

As of the end of July 2025, the In-Home Services unit is currently operating with two social worker vacancy and the supervisor position is now filled. The unit currently has six open In-Home cases, a decrease from 10 in June. This reduction in caseload has allowed available staff to continue providing support in both Foster Care (109) and CPS (210) areas in effort to help initiate cases and make required visits. A total of 15 children were served during July and 3 Child and Family Team Meetings were held. The unit recorded 50 total contacts, and four cases were closed. There were no new court involvements, referrals for services, petitions/non-secures or new kinship/safety placements to report in July. While staffing challenges persist, the unit's dedication to collaboration, adaptability, and agency wide support continues to be a strength. These efforts are key to improving outcomes and maintaining continuity of care for the families we serve.

**Foster Care/Permanency Planning:**

At this time, we currently have 74 children in Foster Care being cared for by relatives or foster parents. We continue to have monthly meetings with our assigned RCWC to review updated data policy and agency professionalism, we have monthly staff meetings to ensure we are in compliance with meeting the needs of the families we serve. We will continue to strive to protect and serve all the children in Foster Care also known as Permanency Planning.

**Transitional Unit:**

The Transitional Unit's Links & 18 to 21 position is vacant. This unit continues to work caseloads while assisting the other Child Welfare Units as needed, particularly in the areas of courtesy requests (home studies and monitoring cases) from other counties, assisting with supervising visits and transporting children in custody as needed. This Unit continues to assist particularly in the area of making monthly contacts with the children in foster care and assisting in finding placement when disruption occurs and when children come into custody. Foster Home Licensing continues to work on completing more licensures to help increase the number of foster homes within the county. Adoptions is pleased to announce the permanency of one of

our youth who received their forever home in July 2025. Several more are on their way to obtaining their forever home later this year.

### **Adult Services:**

The Adult Services Unit continues to be fully staffed with the exception of the frozen Guardianship position. This unit continues to serve ages 18 and above, with protective services, guardianship, and special assistance in-home case management as well as many inquiries/outreach situations and completing complaint investigations on Adult Care Homes. Guardianship cases continue to increase with currently three cases waiting to go to court. CCDSS is the guardian of 30 adults placed throughout the state.

### **Work First Employment:**

This Unit continues to be fully staffed. The unit is open for in-person applications, telephone interviews continue for Work First applications, recertification's, short-term services and benefits. Certain necessary application documentation can be mailed to individuals that wish to apply and when received back the worker can conduct telephone interviews to complete that application. Workers are able to conduct home visits to complete the interview process when necessary. Some application information is also being provided for pick-up in the foyer area of the agency. Workers are encouraged to make telephone contacts with clients at least every two weeks to offer support and resources to clients and to encourage program participation. The workers still continue helping the foster care unit with transporting and monitoring foster care visits. The agency continues to have monthly meetings with the state reps by conference calls.

### **Child Day Care:**

The Child Day Care Unit continues to be fully staffed. The agency has continued to have a waiting list due to funding. As of today, there are about 222 children on the waiting list. We completed two waiting list pulls in June and July because of funding. Once the July financial information is received, we will try to complete another wait list pull. The unit is open for in-person applications and telephone interviews, and staff continue to complete day care applications and recertification's. The Day Care unit will continue to be monitored by Supervisor to ensure workers are completing cases correctly and documenting appropriately.

### **Program Integrity:**

Program Integrity continues to be fully staffed. The unit recently had an employee retire so there are only two workers. The open position will not be filled at this time. Repayments are being collected. Staff continue to work towards cleaning up the backlog, establishing cases and repayment agreements.



# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

**Date of Request**  
8/12/2025

**Board Meeting Date Requested**  
8/18/2025

**Short Title**  
Finance – Approval of Signatory Authority for County Manager Edwin H. Madden Jr. for August and September 2025 Requisitions

**Background**  
: Finance Director Heather Woody is requesting approval for County Manager Edwin H. Madden Jr. to have signatory authority for August and September 2025 requisitions.

**Specific Action Requested**  
: Finance Director Heather Woody is requesting approval for County Manager Edwin H. Madden Jr. to have signatory authority for August and September 2025 requisitions.

**Supporting Backup Documents**  
SIG AUTHORITY 8.18.25-08142025114834.pdf

**Requested by**  
Heather Woody

**Department**  
Finance

**Title**  
Director

**Email**  
hwoody@columbusco.org

**SIGNATORY AUTHORITY REQUEST** (FOR CLERK'S RECORD RETENTION USE ONLY)

Date: August 13, 2025

To: Board of Commissioners

From: Heather Woody

Department/Organization: Finance

**Requested Individual's Information:**

- Full Name: Edurn H. Madden Jr.
- Title/Position: County Manager
- Department/Unit: Administration
- Email Address: emadden@columbusco.org

**Scope of Authority:**

(Specify the type of documents, transactions, or agreements the individual will be authorized to sign)

Authority to sign requisitions for the months of August and September 2025.

Effective Date: August 18, 2025

Expiration Date (if applicable): \_\_\_\_\_

**Approvals:**

**Executive / Board Approval**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

## Date of Request

8/11/2025

## Board Meeting Date Requested

8/18/2025

## Short Title

Finance – Approval of the July 2025 Finance Report, Budget Amendments, Project Ordinance, and Departmental Requisitions:

## Background

Finance Director Heather Woody is requesting approval of the following July 2025 Financial Report, budget amendments, Project Ordinance, and departmental requisitions:

- a. July 2025 Financial Report
- b. Sheriff Office – Citizens Academy (\$1,000)
- c. Health Dept – Additional WIC Funding (\$7,333)
- d. Finance – Article 44 Fund Balance for EDC (\$731,000)
- e. Emergency Services – Salary Adjustment for Certification (\$0)
- f. Airport – Ordinance Adjustment (\$0)
- g. Departmental Requisitions

## Specific Action Requested

Finance Director Heather Woody is requesting approval of the following July 2025 Financial Report, budget amendments, Project Ordinance, and departmental requisitions:

- a. July 2025 Financial Report
- b. Sheriff Office – Citizens Academy (\$1,000)
- c. Health Dept – Additional WIC Funding (\$7,333)
- d. Finance – Article 44 Fund Balance for EDC (\$731,000)
- e. Emergency Services – Salary Adjustment for Certification (\$0)
- f. Airport – Ordinance Adjustment (\$0)
- g. Departmental Requisitions



COUNTY OF COLUMBUS  
FINANCIAL SUMMARY REPORT  
JULY 2025

Percent of Year Complete: 8.33%

GENERAL FUND (Annual Operating Budget)										
REVENUES	FY 25/26 BUDGET	ACTUAL YTD TOTALS	BALANCE REMAINING	% COLLECTED YTD	UNAUDITED FY 24/25 BUDGET	ACTUAL YTD TOTALS AS OF 7/31/2025	% COLLECTED YTD	DIFFERENCE OF BUDGETS	DIFFERENCE OF YTD TOTALS	DIFFERENCE OF % COLLECTED YTD
3100 AD VALOREM TAXES	37,715,154	2,867	37,712,287	0.01%	43,161,806	914,444	2.1%	\$ (5,446,652)	\$ (911,577)	-2.11%
3160 COURT	105,000	-	105,000	0.00%	125,000	-	0.0%	\$ (20,000)	\$ -	0.00%
3200 SALES TAX	15,744,841	-	15,744,841	0.00%	14,255,878	-	0.0%	\$ 1,488,963	\$ -	0.00%
3260 PRIVILEGE LICENSE	700	-	700	0.00%	-	-	0.0%	\$ -	\$ -	0.00%
3414 TAX ADMINISTRATION REVENUES	64,988	-	64,988	0.00%	37,675	-	0.0%	\$ 27,313	\$ -	0.00%
3416 NC JOPC PROGRAM - TEEN COURT	77,477	6,374	71,103	8.23%	77,477	6,374	8.2%	\$ -	\$ -	0.00%
3417 ELECTION FEES	31,000	-	31,000	0.00%	588	-	0.0%	\$ 30,412	\$ -	0.00%
3418 REGISTER OF DEEDS	425,300	64,402	360,898	15.14%	449,540	50,272	11.2%	\$ (24,240)	\$ 14,130	3.96%
3430 PUBLIC SAFETY	86,219	-	86,219	0.00%	-	-	#DIV/0!	\$ -	\$ -	#DIV/0!
3431 SHERIFF	1,882,939	15,434	1,867,505	0.82%	1,997,497	104,520	5.2%	\$ (114,558)	\$ (89,086)	-4.41%
3432 DETENTION CENTER	988,000	-	988,000	0.00%	615,000	-	0.0%	\$ 373,000	\$ -	0.00%
3433 EMERGENCY MANAGEMENT	20,625	-	20,625	0.00%	66,166	-	0.0%	\$ (45,541)	\$ -	0.00%
3434 FIRE DEPARTMENT REVENUES	14,000	1,225	12,775	8.75%	34,000	1,505	0.0%	\$ (20,000)	\$ (280)	8.75%
3435 INSPECTION	650,000	66,754	583,246	10.27%	700,000	91,078	13.0%	\$ (50,000)	\$ (24,322)	-2.74%
3438 ANIMAL CONTROL	11,808	2,296	9,512	19.44%	47,500	925	1.9%	\$ (35,692)	\$ 1,371	17.50%
3453 AIRPORT	531,000	26,064	504,936	4.91%	471,000	33,523	7.1%	\$ 60,000	\$ (7,459)	-2.21%
3485 ECONOMIC DEVELOPMENT/PLANNING	37,300	1,765	35,535	4.73%	20,600	4,100	19.9%	\$ 16,700	\$ (2,335)	-15.17%
3495 COOPERATIVE EXTENSION	2,000	-	2,000	0.00%	3,000	145	4.8%	\$ (1,000)	\$ (145)	-4.83%
3496 SOIL CONSERVATION	32,440	889	31,551	2.74%	32,350	445	1.4%	\$ 90	\$ 444	1.36%
581 DEPARTMENT OF AGING REVENUES	1,680,585	81,171	1,599,414	4.83%	1,832,020	6,218	0.3%	\$ (151,435)	\$ 74,953	4.49%
3430/3										
510/35										
15/352										
09525										
HEALTH DEPARTMENT										
3530 SOCIAL SERVICES	2,611,263	55,842	2,555,421	2.14%	3,553,370	73,551	2.1%	\$ (942,107)	\$ (17,710)	0.07%
3582 VETERANS SERVICE	7,973,875	141	7,973,734	0.00%	7,996,435	82,500	1.0%	\$ (22,560)	\$ (82,369)	-1.03%
3591 PUBLIC SCHOOLS	2,000	-	2,000	0.00%	2,273	-	0.0%	\$ (273)	\$ -	0.00%
3611 LIBRARY	21,000	-	21,000	0.00%	21,000	-	0.0%	\$ -	\$ -	0.00%
3612 RECREATION	170,000	13,373	156,627	7.87%	167,037	13,101	7.8%	\$ 2,963	\$ 272	0.02%
3639 MISCELLANEOUS REVENUES	37,730	14,450	23,280	38.30%	45,825	6,462	14.1%	\$ (8,095)	\$ 7,988	24.20%
3980 TRANSFER FROM REVENUES	4,214,510	249,060	3,965,450	5.91%	2,591,604	200,990	7.8%	\$ 1,622,906	\$ 48,070	-1.85%
3991 FUND BALANCE APPROPRIATED	19,608	-	19,608	0.00%	707,829	-	0.0%	\$ (688,221)	\$ -	0.00%
	1,980,576	-	1,980,576	0.00%	6,407,042	-	0.0%	\$ (4,426,466)	\$ -	0.00%
Total General Fund Revenues	77,131,938	602,106	76,529,832	0.78%	85,419,512	1,590,152	1.86%	\$ (8,374,493)	\$ (988,045)	-1.08%

## GENERAL FUND (Annual Operating Budget)

EXPENDITURES	FY 25/26 BUDGET	ACTUAL YTD TOTALS	BALANCE REMAINING	% Expended YTD	UNAUDITED FY 24/25 BUDGET	ACTUAL YTD TOTALS AS OF 7/31/2025	% COLLECTED YTD	DIFFERENCE OF BUDGETS	DIFFERENCE OF YTD TOTALS	DIFFERENCE OF % COLLECTED YTD
4110 GOVERNING BODY	265,292	35,821	229,471	13.5%	262,705	26,052	9.9%	\$ 2,587	\$ 9,770	3.6%
4120 ADMINISTRATION	415,449	47,683	367,766	11.5%	586,271	35,688	6.1%	\$ (169,822)	\$ 11,995	5.4%
4121 PERSONNEL	198,651	14,183	184,468	7.1%	267,549	21,222	7.9%	\$ (68,888)	\$ (7,029)	-0.8%
4130 FINANCE	613,932	54,142	559,790	8.8%	897,707	61,928	6.9%	\$ (283,775)	\$ (7,786)	1.9%
4140 TAX DEPARTMENT	1,768,167	168,592	1,599,575	9.5%	1,786,704	120,836	6.8%	\$ (18,537)	\$ 47,758	2.8%
4150 LEGAL DEPARTMENT	276,471	45,534	230,937	16.5%	428,734	50,048	11.7%	\$ (152,263)	\$ (4,515)	4.8%
4155 NC JPC PROGRAM - TEEN COURT	77,477	5,475	72,002	7.1%	77,477	5,726	7.4%	\$ -	\$ (250)	-0.3%
4160 COURT FACILITIES	487,561	43,800	443,761	9.0%	430,710	37,950	8.8%	\$ 56,851	\$ 5,850	0.2%
4170 ELECTIONS	717,988	53,184	664,804	7.4%	644,663	53,454	8.3%	\$ 73,325	\$ (270)	-0.9%
4180 REGISTER OF DEEDS	561,557	45,862	515,695	8.2%	560,547	33,431	6.0%	\$ 1,010	\$ 12,431	2.2%
4201 NON-DEPARTMENTAL	1,318,419	1,514,725	(196,306)	114.5%	1,613,826	1,240,393	0.0%	\$ (295,407)	\$ 274,332	114.9%
4210 MANAGEMENT INFORMATION SYSTEM	635,677	74,750	560,927	11.8%	598,480	66,170	11.1%	\$ 37,197	\$ 8,579	0.7%
4250 CENTRAL GARAGE	239,593	4,176	235,417	1.7%	241,875	14,987	6.2%	\$ (2,282)	\$ (10,811)	-4.5%
4265 PUBLIC BUILDINGS - ALL OTHER	2,025,103	110,010	1,915,093	5.4%	2,143,709	97,914	4.6%	\$ (118,606)	\$ 12,096	0.9%
4310 SHERIFF'S DEPARTMENT	10,413,449	1,065,063	9,348,386	10.2%	10,926,841	792,930	7.3%	\$ (513,392)	\$ 272,133	3.0%
4316 GOVERNOR'S HWY GRANT	134,264	10,858	123,406	8.1%	263,620	11,001	4.2%	\$ (129,356)	\$ (143)	3.9%
4320 DETENTION CENTER	5,526,631	465,598	5,061,033	8.4%	5,184,766	282,760	5.5%	\$ 341,865	\$ 182,838	3.0%
4329 EMS MEDICAL DIRECTOR	31,000	2,500	28,500	8.1%	31,000	2,500	8.1%	\$ -	\$ -	0.0%
4330 EMERGENCY SERVICES	739,831	40,334	699,497	5.5%	774,465	57,312	7.4%	\$ (34,634)	\$ (16,378)	-1.9%
4331 FIRE MARSHAL	193,545	12,773	180,772	6.6%	219,918	18,054	0.0%	\$ (26,373)	\$ (5,282)	6.8%
4360 CORONER MEDICAL EXAMINER	45,000	0	45,000	0.0%	30,000	-	0.0%	\$ 15,000	\$ 0	0.0%
4380 ANIMAL CONTROL	707,370	38,020	669,350	5.4%	637,686	45,128	7.1%	\$ 69,684	\$ (7,108)	-1.7%
4390 FIRE & RESCUE	2,679,410	385,069	2,294,342	14.4%	2,767,440	514,175	0.0%	\$ (88,030)	\$ (129,107)	14.4%
4391 NC 911 OPERATIONS	1,466,964	85,832	1,383,132	5.8%	1,375,904	95,445	0.0%	\$ 93,060	\$ (9,613)	5.8%
4530 AIRPORT	713,151	38,992	674,159	5.5%	649,648	24,390	3.8%	\$ 63,503	\$ 14,602	1.7%
4911 INSPECTIONS	424,993	29,435	395,558	6.9%	501,167	37,605	7.5%	\$ (76,174)	\$ (8,170)	-0.6%
4920 ECONOMIC DEVELOPMENT/PLANNING	331,870	28,130	323,740	8.0%	383,053	51,913	13.6%	\$ (31,183)	\$ (23,782)	-5.6%
4950 COOPERATIVE EXTENSION	642,100	438	641,662	0.1%	673,412	433	0.1%	\$ (31,312)	\$ 5	0.0%
4960 SOIL CONSERVATION	352,588	23,598	328,990	6.7%	337,714	30,618	9.1%	\$ 14,874	\$ (7,019)	-2.4%
DEPARTMENT OF AGING	3,177,868	185,150	2,992,718	6.1%	3,082,721	151,712	4.9%	\$ 95,167	\$ 43,438	1.2%
5110- HEALTH DEPARTMENT	5,613,907	316,509	5,297,398	5.6%	6,645,475	362,530	5.5%	\$ (1,031,568)	\$ (46,021)	0.2%
5301 SOCIAL SERVICES ADMINISTRATION	9,328,292	696,124	8,632,168	7.5%	10,168,459	716,548	7.0%	\$ (841,177)	\$ (20,423)	0.4%
5302 PUBLIC ASSISTANCE PROGRAMS	3,494,190	219,794	3,274,396	6.3%	3,697,024	34,129	0.9%	\$ (202,834)	\$ 185,665	5.4%
5820 VETERANS SERVICE OFFICER	211,560	21,350	190,210	10.1%	172,563	13,949	8.1%	\$ 38,997	\$ 7,401	2.0%
5900 EDUCATION	17,801,377	1,986,670	15,804,707	11.2%	17,056,693	1,990,976	11.7%	\$ 744,684	\$ 5,684	-0.5%
6110 LIBRARY	1,568,936	147,104	1,421,832	9.4%	1,511,529	163,081	10.8%	\$ 57,407	\$ (15,977)	-1.4%
6120 RECREATION	484,345	32,503	451,842	6.7%	477,162	29,768	6.2%	\$ 7,183	\$ 2,735	0.5%
9600 SPECIAL APPROPRIATIONS	487,093	14,747	472,346	3.0%	687,704	15,018	2.2%	\$ (200,611)	\$ (271)	0.8%
9800 TRANSFER TO	938,847	-	938,847	0.0%	6,622,581	-	0.0%	\$ (5,683,734)	\$ -	0.0%
Total General Fund Expenditures	77,131,938	8,084,540	69,047,398	10.5%	85,419,512	7,307,774	8.6%	\$ (8,287,574)	\$ 776,766	1.9%
Total Revenue over(under) Expenditures	-	(7,482,454)	-	-	-	(5,717,622)	-	-	-	-







## BUDGET AMENDMENT

FY 25/26

Name of Department: FINANCE/SHERIFFAgency Head Signature: SHERIFF W. A. KOLBDate Prepared: August 13, 2025 Date Received in Finance: 

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
010	4310	560094	CITIZENS ACADEMY EXPENDITURES	\$1,000
			Total Not Expense	\$1,000
Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
010	3431	44003	DONATIONS CITIZENS ACADEMY	\$1,000
			Total Not Revenue	\$1,000

## Explanation of Increase or Decrease:

THE SHERIFF'S OFFICE IS HOLDING A CITIZENS ACADEMY AND HAVE HAD REQUESTS TO DONATE FUNDS TO USE TO PROVIDE MATERIALS AND REFRESHMENTS FOR THE CLASSES. THIS BUDGET AMENDMENT SETS JP ACCOUNTS TO RECEIVE AND EXPENSE THESE DONATIONS.

☒ This budget revision has been reviewed by the Columbus County Finance Officer.

Heather M. Woody 8/14/25  
Signature Date

☐ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager:

Michelle Anderson 8-14-25  
Signature Date

Notes:

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature Date



**DEPARTMENTAL BUDGET REALLOCATION**

FY 25/26

Name of Department: Columbus County Health Department

Agency Head Signature: \_\_\_\_\_

Date Prepared: August 12, 2025 Date Received in Finance: \_\_\_\_\_

Budget Code			EXPENDITURES		Requested
Fund	Dept	Category	Classification		Increase or (Decrease)
010	5170	519150	BREASTFEEDING PEER COUNSELORS		\$7,333
			Total Net Expense		\$7,333
Budget Code			REVENUES		Requested
Fund	Dept	Category	Classification		Increase or (Decrease)
010	3510	430055	WIC		\$7,333
			Total Net Revenue		\$7,333
<b>Explanation of Increase or Decrease:</b>					
Additional State Funding FY 25/26					

☒ This budget revision has been reviewed by the Columbus County Finance Officer.

Signature: <i>Heather M. Woody</i>	Date: <i>8/14/25</i>
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☒ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager:

Signature: <i>Mike Anderson</i>	Date: <i>8-14-25</i>
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Notes:

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature: _____	Date: _____
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Name of Department: FINANCE

Agency Head Signature \_\_\_\_\_

Date Prepared:	August 13, 2025	Date Received in Finance:	
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This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature	Date



## DEPARTMENTAL BUDGET REALLOCATION

FY 25/26

Name of Department: EMERGENCY SERVICES/FIRE MARSHAL

Agency Head Signature: *K. Adams*

Date Prepared: August 4, 2025 Date Received in Finance:

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
010	4331	512100	SALARIES & WAGES - REGULAR	\$1,235
010	4331	518100	FICA	\$95
010	4331	518200	RETIREMENT	\$177
010	4331	550010	NON CAPITAL OUTLAY	(\$1,507)
			Total Net Expense	\$0

## Explanation of Increase or Decrease:

Additional funding needed in salaries due to employee obtaining additional certification.

☒ This budget revision has been reviewed by the Columbus County Finance Officer.

<i>Heather M. Woody</i>	8/14/25
Signature	Date

☒ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager:

<i>Mike Linder</i>	8-14-25
Signature	Date

## Notes:

By moving this amount of funding does not change the position count for the department.

This budget revision has been approved by the Board of Columbus County Commissioners on:

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**COLUMBUS COUNTY, NORTH CAROLINA**  
**Ordinance amending the appropriations to the TRDF Airport Project for**  
**the Fiscal Year beginning July 1, 2025**

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

**Section 1:** The following amounts are hereby amended to the TRDF Airport Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2025.

Source of Revenue	Current Budget	Changes	New Budget
051-3465-431019 State Budget Appropriations	\$ 11,750,000	\$ -	\$ 11,750,000
Total Project Appropriations	\$ 11,750,000	\$ -	\$ 11,750,000
Project Appropriations			
051-4544-524000 Terminal Area Water & Sewer	\$ 1,500,000	\$ -	\$ 1,500,000
051-4544-549969 AWOS Relocation	\$ 500,000	\$ -	\$ 500,000
051-4544-558014 Hangar Taxilanes & Aprons	\$ 3,000,000	\$ 6,750,000	\$ 9,750,000
051-4544-558015 Hangar Development	\$ 6,750,000	\$ (6,750,000)	\$ -
Total Project Appropriations	\$ 11,750,000	\$ -	\$ 11,750,000

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

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

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

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

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

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

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

This Amended Capital Project shall become effective on August 18, 2025.

ADOPTED, this 18<sup>th</sup> day of August 2025.

Jana Nealey, Clerk to the Board

Lavern Coleman, Chairman  
Columbus County Board of Commissioners

Page #	Department	Vendor	Amount	Reason
Add	Special Appropriations	Trillium Health Resources	\$ 55,000.00	Mental Health - Budget Appropriation
Add	Finance/Opioid Settlement	The Healing Place of New Hanover	\$ 276,996.00	Blanket PO: Beds for Recoery FY26 (August25-June26)
Add	Finance	Toshiba Business Solutions	\$ 62,000.00	Blanket PO: Quarterly Invoices
Add	Finance/Opioid Settlement	South Brunswick Counseling	\$ 64,000.00	Blanket PO: Drug Court Services FY26 (Oct25-Jun26)
Add	Finance/Opioid Settlement	The Door of North Carolina	\$ 70,500.00	Care Coordination Services for FY26 (Oct25-Jun26)
Add	Finance/Opioid Settlement	ACT Associates	\$ 45,000.00	Technical Assistance for County (Oct25-Jun26)
Add	Finance/Opioid Settlement	Bruton Consulting	\$ 35,000.00	Opioid Drug Court Evaluator
Add	Elections	Election Systems & Software	\$ 32,996.50	Yearly equipment maintenance contract
Add	EMS	Motorola Solutions	\$ 58,044.79	Yearly service agreement 911 center
Add	EMS	Acme Delco/Riegelwood Fire & Rescue	\$ 65,980.00	Max reimbursement allowance FY25-26
Add	EMS	Bolton Fire Department	\$ 32,000.00	Max reimbursement allowance FY25-26
Add	EMS	Brunswick Fire District	\$ 37,000.00	Max reimbursement allowance FY25-26
Add	EMS	Buckhead Fire & Rescue	\$ 63,980.00	Max reimbursement allowance FY25-26
Add	EMS	Cerro Gordo Fire & Rescue	\$ 55,480.00	Max reimbursement allowance FY25-26
Add	EMS	Evergreen Fire	\$ 28,500.00	Max reimbursement allowance FY25-26
Add	EMS	Fair Bluff Fire & Rescue	\$ 60,960.00	Max reimbursement allowance FY25-26
Add	EMS	Hallsboro Fire Dept	\$ 31,552.00	Max reimbursement allowance FY25-26
Add	EMS	Chadbourn Fire & Rescue	\$ 63,980.00	Max reimbursement allowance FY25-26
Add	EMS	Lake Waccamaw Fire & Rescue	\$ 65,980.00	Max reimbursement allowance FY25-26
Add	EMS	Nakina Fire & Rescue	\$ 61,388.00	Max reimbursement allowance FY25-26
Add	EMS	North Whiteville Volunteer Fire	\$ 39,000.00	Max reimbursement allowance FY25-26
Add	EMS	Old Dock/Cypress Creek Fire District	\$ 39,000.00	Max reimbursement allowance FY25-26
Add	EMS	Roseland Fire Dept	\$ 36,125.00	Max reimbursement allowance FY25-26
Add	EMS	St James Fire Dept	\$ 32,000.00	Max reimbursement allowance FY25-26
Add	EMS	Tabor City Fire Dept	\$ 35,500.00	Max reimbursement allowance FY25-26
Add	EMS	Welches Creek/White Marsh Fire	\$ 32,000.00	Max reimbursement allowance FY25-26
Add	EMS	Williams Township Fire District	\$ 35,168.00	Max reimbursement allowance FY25-26
Add	EMS	Whiteville Rescue	\$ 31,030.00	Max reimbursement allowance FY25-26
Add	EMS	Tabor City Emergency Services	\$ 30,980.00	Max reimbursement allowance FY25-26
Add	Health	Baldwin Woods Gynecology PA	\$ 70,001.70	Physician Services FY26
Add	Airport/Finance	Talbert & Bright Engineering	\$ 601,498.00	Project 2206-2402 (Contract on file)
Add	EMS	Coastal Architecture PLLC	\$ 68,600.00	Design for school generators
Add	EDC/Planning	Anchorpoint Planning	\$ 48,000.00	Planning Services FY26

# Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board  
127 W. Webster St.  
Whiteville, NC 28472  
Phone# 910-640-6640  
jana.nealey@columbusco.org

**Date of Request**

7/22/2025

**Board Meeting Date Requested**

8/18/2025

**Short Title**

Water and Sewer Districts I, II, III, IV, and V – Approval of the Second Reading of the Updated Customer Service Policy:

**Background**

Public Utilities Director Harold Nobles is requesting approval of the Second reading of the updated Customer Service Policy.

**Specific Action Requested**

Public Utilities Director Harold Nobles is requesting approval of the Second reading of the updated Customer Service Policy.

**Supporting Backup Documents**

Customer Service Policy Amendment # 5.pdf

**Requested by**

Harold Nobles

**Department**

Public Utilities

**Title**

Director

**Email**

hnobles@columbusco.org

**Clerk Signature****Date Received****Board Chair/County Manager****Approved by Board**

☐ Yes ☐ No ☐ Pending

## **COLUMBUS COUNTY**

### **CUSTOMER SERVICE POLICY**

#### **COLUMBUS COUNTY COLLECTION CENTER**

##### **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.



When the Columbus County Collections Center is notified that a customer/account holder has passed away, their water service will be disconnected within ten days of receiving that notice. To transfer the service to a family member (next of kin) or another authorized person, the following documents are required: 1.) A copy of the **death certificate**; 2.) One of the following legal documents: **Letters Testamentary** (if the deceased had a will and an estate has been opened), **Letters of Administration** (if there was no will but an estate has been opened), **Affidavit of Collection** (used for small estates), A **signed letter from a family member** stating that they are an heir of the estate, no estate has been opened, and they are authorized to transfer the water service into his/her name.

The Columbus County Collections Center may accept a signed **Affidavit of Heirship and Authorization to Transfer Water Service** (available on site) from a surviving spouse (with a death certificate), in place of court-issued documents, when the estate is small or no estate has been opened. Once these documents are submitted and all other requirements in the Residential Service Policy are met, the account can be reopened in the name of the authorized person. If the deceased customer had a security deposit or credit balance on their account, it will be 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 Collection Center 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 6<sup>th</sup> of the following month, a \$35.00 late fee penalty will be applied to the affected account on the 6<sup>th</sup> (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 20<sup>th</sup> 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 Columbus County Collection Center at 910-642-5257.

## **2. WATER CONNECTIONS:**

Connections to the County water system may be authorized by the Columbus County Collection Center 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. If the base rate has been paid for a total of twenty (20) or more years, the service may remain on the property if a written request is provided by the customer and approval has been given by the Columbus County Public Utilities Director. If approved has been given by the Columbus County Public Utilities Director, the customer may disconnect from the water system and will not be responsible for paying the \$250 disconnection fee. Disconnections will be evaluated on a case-by-case basis by the Columbus County Public Utilities Department.

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. EQUIPMENT DAMAGES:**

When the water service tap installation fees have been paid, the Public Utilities Department is responsible for installing the meter box, lid, meter, battery pack, cable, adaptor clip, antenna, locking nut, insulated sleeve, and setter to provide water services to the Property.

The Customer shall reasonably guarantee proper protection for all property owned and controlled by the Public Utilities Department, and placed on the Customer's premises by the Public Utilities Department or any predecessor in interest to the Public Utilities Department and shall permit access to it only by authorized representatives of the Public Utilities Department.

In the event that any loss or damage to such property or any accident or injury to persons or property is caused by or results from negligence or wrongful act of the customer, his agents, or employees, the cost of the necessary repairs or replacements shall be paid by the Customer to the Public Utilities Department and any liability otherwise resulting shall be assumed by the Customer.

The Customer has the right to dispute the equipment damage fee. The Customer is required to contact the Columbus County Collection Center (306 South Madison Street in Whiteville at 910-642-5257) to discuss their concerns. The Columbus County

Collection Center will submit the customer's concerns to the Public Utilities Director and/or Assistant Public Utilities Director for review and determination. If approved by the Public Utilities Director and/or Assistant Public Utilities Director, the Customer may be granted a one-time equipment damage waiver and will be exempted, in that singular instance, from any financial responsibility for any damages incurred from neglect, misuse, abuse, or any other intentional act made to the water tap equipment. The Customer will be required to sign a document confirming the waiver, prior to any release of charges, with the understanding that if any future damages are incurred, the customer will be responsible for any and all damaged equipment and all charges associated with the damaged equipment will be automatically billed to the customer's utility account.

#### **4. TAMPERING WITH METERS AND CUTOFFS:**

No person, except a duly authorized employee of the Public Utilities Department, shall turn the cutoff installed in each meter box nor shall any person construct or have constructed any bypass around any meter except as may be installed and sealed by the Public Utilities Department. The fact that water is cut on to any premises by an occupant thereof without the prior knowledge of either the Public Utilities Department or the owner shall not relieve such premises of liability for such unauthorized use of water. The Public Utilities Department may, in addition to prosecution by law, permanently refuse service to any customer who tampers with a meter or other measuring device.

Any person violating any of the provisions of meter tampering shall be guilty of a Class I Misdemeanor and upon conviction thereof shall be fined not more than five hundred dollars (\$500.00) or imprisoned not longer than two years, or both fined and imprisoned not longer than two years, or both fined and imprisoned, in the discretion of the court. See Section 14-151.1 (c) of the North Carolina General Statute.

If the seal is broken on any locked meter and water is used, the following types of fees will be applied to the customer's water service account and must be paid in full before any reconnections are made to the water system:

- Locking Device Replacement Fee
- Damaged Equipment Fee
- Component Replacement Fee
- Meter Replacement Fee

All fees for the Locking Device Replacement, Damaged Equipment, Component Replacement, and Meter Replacement are recorded in the Rates & Fees Schedule for the Public Utilities Department and are updated annually during the budget process.

#### **5. PROCESSING FEES:**

North Carolina General Statute (§ 159-32.1. **Electronic payment**) allows local government to charge and/or pass on charges from vendors that are labeled as "processing fees." Processing fees are charges per transaction by the Merchant Card Processing Company for processing debit/credit card payments. Columbus County will no longer absorb the fees for the convenience of citizens paying with a debit/credit card



via any platform available (i.e. Online Bill Pay (web); IVR (phone); or Onsite (Columbus County Collection Center). All credit/debit card processing fees will be paid directly to the Merchant Card Processing Company by the customer or credit/debit card holder. The credit/debit card processing fee is 2.95% of amount paid, per transaction. The eCheck processing fee is a flat rate of \$1.95 per transaction and is only available via remote payment platforms.

**6. 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.

**7. 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 1<sup>st</sup> day of the following month or by an agreement with the Finance Director or his designee.

**8. 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.

**9. 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 Columbus County Collection Center shall send to the customer a monthly bill. Customer is to make payment in full by the 5<sup>TH</sup> 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 Columbus County Collection Center), 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. DAMAGE 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 4<sup>th</sup> day of August, 2025.

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Laverne Coleman, Chairman

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Amanda B. Prince, Staff Attorney