

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Friday, June 28, 2024

9:00 A.M. – Special Called Meeting

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
 Amanda B. Prince, **Attorney**
 Jana Nealey, **Clerk to the Board**

APPOINTEES ABSENT:

Agenda Item #1: MEETING CALLED to ORDER:

At 9:00 A.M. Chairman Ricky Bullard called the regular session meeting to order.

Agenda Item #2: COLUMBUS COUNTY SCHOOLS – APPROVAL to PURCHASE PROPERTY for EAST COLUMBUS SCHOOL PROJECT:

Superintendent Eddie Beck and Ronnie Strickland requested approval to purchase property for the East Columbus School Project.

Ronnie Strickland and assistant superintendent Mr. Thompson from Columbus County Schools presented information on the proposed land to purchase for the East Columbus School site -

Vice Chairman Byrd commented:

- What about the location right across the road in front of East Columbus?

Strickland responded

- *We were not able to look at that land, we looked at the land behind East Columbus we were not offered the land across the road*

Vice Chairman Byrd commented:

- The property in front of Easy Columbus which the water and sewer is already there
- Do you know who owns the land? You are aware it is a paper company?
- Why didn't we make some kind of effort?

Strickland responded:

- *We made an effort about a year ago and that was Jonathan Williams doing that so I don't know all of the specifics, but it was not presented to the board as a potential property*

Vice Chairman Byrd commented:

- I understand but I think it someone would have done their due diligence and see what the availability would possibly be
- You mentioned the distance between Hallsboro, Bolton, and Delco
- But you have to look at the distance over into Sandyfield and all the way up to red hill road
- Since the presentation and it hit the news, I have had numerous calls from people in the Eastern end of the County saying please don't put us in the same situation that we have been. Please put them close together so when a family has two children different ages, so we don't have to rush to one site to try to get to another

Strickland responded:

- *Its literally five miles from the property in Bolton to the property where East Columbus is located right now*

Vice Chairman Byrd commented:

- The way the crow flies, but driving around it will be much more than that
- How did you arrive at the price of \$730,000 for the \$20,000 option

Strickland responded:

- *We made an offer on a price and the landowner made a counter offer*

Vice Chairman Byrd commented:

- You made an offer, or did they just tell you that what they want?

Strickland responded:

- *The original offer that we made was \$12,000 an acre and then he countered, and we countered again at \$15,000 and we settled on the \$730,000*

Vice Chairman Byrd commented:

- Which is \$18,260 an acre
- Did you have an appraisal?

Strickland responded:

- *I'm not familiar with an appraisal that I am aware of*

Vice Chairman Byrd commented:

- Don't you feel like there should have been an appraisal?

Strickland responded:

- *When you look at the comparative prices of what we were looking at the other properties it's right in line*
- *When you look at site preparation, you're certainly taking a lot more expense into it*

Vice Chairman Byrd commented:

- I know a lot about the property, and I know during the storm it did not actually flood
- The point is the Board of Education I feel like did not do their due diligence because they should have had an appraisal and appraise this land
- Discussed the price of the tracks and what the County says each track is worth
- This Board has got to look after to taxpayers, we got to spend the money the way it should be spent

Strickland responded:

- *I will also point out that this total cost of this land is cheaper than any other land that we have been able to look at*

Vice Chairman Byrd commented:

- No, you had some free land offered to you

Strickland responded:

- *With a two-mile extension on water and sewer*

Vice Chairman Byrd commented:

- I'll get to that sir
- There's no way that I can adjust my mind to say land that's appraised at \$1,400 that I'm willing to pay \$18,264 an acre
- Number one there should have been an appraisal to back yourself up on
- Now on the free land, you know Brendan Jones has been very very good to the County and the monies he has got for us. The \$52,000,000 to build the school
- I'm certainly not willing to spend the money unwisely. I feel like if we went back to Brendan and said can you help us get a grant to extend that water line or that sewer line, I feel like he can do it and he will do it. He will help Columbus County I feel wholeheartedly
- Now the other thing that is very very important, when we do investments, we need to fix it to the point where the County is going to benefit from it. Extending that water and sewer line out through there, the same paper company has several thousand acres there. Every bit of it is buildable land or some at least.
- If Brendan helped us get it extended and the school was put right there within a mile or so of East Columbus, look what it would open up for growth within the County within the Eastern

Strickland responded:

- *We look at it the same standpoint as growth in Bolton as well*

Vice Chairman Byrd commented:

- Most of it is wetland so were not going to have a whole lot of expansion in there
- The distance between schools is a problem

Strickland responded:

- *It has been taken into consideration*
- *The conversations I have had about the property is thank you, we appreciate you putting it centrally located*

Commissioner Coleman commented:

- I've talked with people and she spends 500 miles a week driving her children to East Columbus
- The only problem I got is an appraisal not being done

Strickland responded:

- *This land is the cheapest land even with sewer and water*

Vice Chairman Byrd commented:

- The Board of Commissioners were very much involved in the picking of sites
- I understand you decided this in February, I understand you didn't vote on it, but you pretty much had consensus

Strickland responded:

- *Testing had to be done and that's why there was a contingency because the farmer couldn't plant crops*
- *We don't want another situation like we had in Tabor City*

Vice Chairman Byrd commented:

- My point is why did the Board of Education keep it so secretly up to last Monday night and then you passed this paper out and took it up we were not able to take it
- Mr. Chairman at this time I really feel like there have not been enough information put together and this Board has not had enough involvement, and I understand we have to pay for it. I cannot justify spending this kind of money with the Board just having it handed to us last Monday night, taken up, and presented back to us today so I put a motion on the table to table it to a later date

Vice Chairman Byrd commented:

- I'd like to ask you to proceed to find out the details you can and I might ask some of our staff who actually owns the property now

Commissioner Coleman commented:

- I believe the location of this school is where it needs to go in Bolton
- My only problem is the appraisal. Getting the appraisal of it and making sure we can't negotiate a little bit lower price

Vice Chairman Byrd commented:

- I just feel like we've got to spend the tax dollars wisely

Strickland responded:

- *That's what we were trying to do*
- *This is the lowest cost per student, per week for transportation*
- *It's also the lowest total cost even including the water and sewer, it's still under \$1,000,000*

Vice Chairman Byrd commented:

- Except the free one
- We wouldn't be here today with this discussion if it wasn't for grants

Chairman Bullard commented:

- Another concern I have is when parents pick up and drop off their kids, I wonder what burden it's going to put on a parent when they've got elementary kids and high school kids that they're both working and school starts at the same time

Strickland responded:

- *One of the things we have discussed is doing an alternate school start time.*

County Attorney Amanda Prince:

- Read a typed comment from Doris Strickland

County Manger Edwin Manger commented:

- Just a couple of reminders
- This \$52,000,000 is made available through the lottery fund for this project
- The County has a 5% local match, roughly \$2,600,000 to be paid out of article 44 Sales Tax not the General Fund
- Land acquisition cannot be counted towards a local match and so the cost of this property or the property that are under consideration would be over and above the County's local match
- I suppose this request is before this Board to not only make you aware of the location of the school
- But also to request you appropriate the Article 44 money for land acquisition cost
- If the Board of Education were to be able to go at it alone in essence and not require the Board of Commissioner approval of Article 44 money, in all likelihood they wouldn't be before you

- If the Board of Education wants to proceed without this Board's approval, in my opinion, and where with all to do it alone, they can do so, but if they need the help of the Board of Commissioners with the purchase, it would require your approval

Chairman Bullard commented:

- How about if we were to just add to get an appraisal of the land to make sure we are paying a reasonable amount for the property
- Would that be too much to ask for? We do need to spend the tax money wisely

Strickland responded:

- Totally understand that

Vice Chairman Byrd commented:

- Mr. Chairman if we're going to do that, I would like to ask that this Board oversee the appraisal have someone of our choice to appraise it being we're involved in it if they're going to do it on their own then they appraise it
- If we're going to do it I feel like this Board should have direction over the appraisal

Strickland responded:

- I would also request that the Board of Education have input to the appraisal as well

MOTION:

Vice Chairman Byrd made a motion to table and the Board to get an appraisal and any action until the appraisal is back, Commissioner Featherson made a second to the motion

**** Ronnie Strickland and Chairman Bullard agreed to split the cost of the appraisal**

OFFER TO PURCHASE AND CONTRACT

COLUMBUS COUNTY BOARD OF EDUCATION

as Buyer, hereby offers to purchase and
HARRY J. HART, JR. AND WIFE, MELISSA S. HART

as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Bolton,
 County of Columbus, State of North Carolina, being known as and more particularly described
 as: Street Address Hwy. 211 & Sam Potts Hwy., Bolton, NC-Tracts A, B, C less 2 A- Plat Book 95, Page 5 & 13.15 Acres, PB 106, PG 79
 Zip: 28423

Legal Description:
 42.94 A+/- or 39.97 Acres more or less exc. Rt. Of Way

All A portion of the property in Deed Reference: Book MB 106, 5, Page No. 79, Columbus County.)

NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:

N/A- Unimproved/ Vacant Property

3. PERSONAL PROPERTY: The following personal property is included in the purchase price:

NONE

4. PURCHASE PRICE: The purchase price is \$ 730,000.00 (\$18,263.19/Acre x 39.97 Acres) and shall be paid as follows:

(a) \$ See Due Diligence-Item 16, #9, EARNEST MONEY DEPOSIT with this offer by cash personal check bank check certified check other: No Earnest Money-Only Due Diligence of \$20,000.00 to be deposited and held in escrow by William W. Phipps, The Phipps Law Firm, PLLC ("Escrow agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all

Buyer's Initials ROS
 Seller's Initials [Handwritten]

earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

- (b) \$ _____, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
 - © \$ _____, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan (s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
 - (d) \$ _____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
 - (e) \$ 710,000.00, BALANCE of the purchase price in cash at Closing.
5. CONDITIONS: (State N/A in each blank that is not a condition to this contract)
- (a) Buyer must be able to obtain a FHA VA (attach FHA/VA Financing Addendum) Conventional Other: **NOT APPLICABLE** loan at a Fixed Rate Adjustable Rate in the principal amount of N/A (plus any financed VA Funding Fee or FHA MIP) for a term N/A year(s), at an initial interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer shall apply for said loan within N/A days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before N/A and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from a Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.
 - (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for PK-8 School Construction purposes.
 - © The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
 - (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
 - (e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.
6. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows:
NONE
 (Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:
NONE
7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; © All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are \$ N/A per N/A.
8. CLOSING EXPENSES: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price

Buyer's Initials RDS
 Seller's Initials ASH

unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. If Seller is to pay for any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be \$ 0.00, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

- 9. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.
- 10. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.
- 11. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.
- 12. PROPERTY DISCLOSURE AND INSPECTIONS:
 - (a) Property Disclosure:
 - Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
 - Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
 - Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES)
Property is sold in its "AS IS" Condition without warranty, express or implied. VACANT UNIMPROVED PROPERTY
 - The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)
 - (b) Property Inspection: Unless otherwise stated herein, Buyer shall have the option of inspecting, or obtaining at Buyer's expense inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before N/A. Seller shall provide written notice to Buyer of Seller's response within N/A days of the Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by Closing.
 - © Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except N/A, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.
 - (d) Repairs: Pursuant to any inspections in (b) and/or © above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded.

Buyer's Initials RDS
 Seller's Initials ASH

Unless otherwise stated herein, any items not covered by (b) (i), b (ii), b (iii) and © above are excluded from repair negotiations under this contract.

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to the property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

14. Closing: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before Six (6) Months from date of Contract, at a place designated by Buyer. The deed is to be made to COLUMBUS COUNTY BOARD OF EDUCATION

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: a Buyer Possession Before Closing Agreement is attached. OR, a Seller Possession After Closing Agreement is attached.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

1). The property shall be available to the Purchaser for purposes of testing the stability and suitability of the site to accommodate the construction of a PK-8 School Building for the East End of Columbus County, North Carolina. 2). The Due Diligence Period shall be for a period of Six (6) months from the date of this contract, and can be extended for an additional sixty (60) days if required. 3). In the event the property meets the structural needs of the Purchaser to sustain the building of a PK-8 School, the sale shall close within 30 days of the determination of the property being declared to be suitable. 4). Should the soils prove unsuitable to sustain the building of a PK-8, School Building, then the Earnest Money Deposit, if any, shall be returned to the Purchaser and this Contract to Purchase shall become null and void as to all other conditions hereinafter required. 5). The Seller represents the property to be free of environmental hazards so as not to prohibit the same from being utilized as a PK-8 School Building Site. 6). Taxes for 2024 will be prorated at closing. 7). If the property fails to meet the building specifications from the soil borings/tests, then the Purchaser will be responsible for restoring the property to its condition condition prior to the testing of the property and the contract will terminate. 8). Earnest money will be returned if the property is not purchased due to non-complying soils, but Due Diligence money, if any, will remain the property of the Seller and will not be refunded unless the breach is the result of a breach by the Seller and in that event, the due diligence money, if any, will be refunded to the Buyer. 9). Due Diligence Money of \$20,000.00, which will be deducted at closing leaving a balance of \$710,000.00. 10). There are exceptions for the Dollar General of 2 Acres and Tract D is not being conveyed, leaving 39.97 Acres +/-; Acreage will be subject to verification. 11). The title to the property at the time of purchase will be delivered by SPECIAL WARRANTY DEED, AND NOT GENERAL WARRANTY, as is specifically required in Item 5 (e) and this provision changing the same is in conformity with the requirement that it be "unless otherwise stated herein."

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

19. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement or any other agency agreement between them.

22. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer's Initials RS
Seller's Initials MS

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

LEGAL SOFTWARE INC., NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER [Signature] DATE 04/11/2024 (SEAL)
Ronnie Strickland, Chairman, Columbus County Board of Education
[Signature] DATE 04/11/2024
Deanne R. Meadows, Supt. & Secretary to Columbus BOE

SELLER [Signature] DATE 04/9/2024 (SEAL)
Harry J. Hart, Jr.
[Signature] DATE 04/9/2024 (SEAL)
Melissa S. Hart

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms above.

Date _____ Firm: THE PHIPPS LAW FIRM, PLLC
By: _____
(Signature) WILLIAM W. PHIPPS MEM/MGR.

Selling Agent/Firm/Phone _____
Acting as Buyer's Agent Seller's (sub) Agent Dual Agent

Listing Agent/Firm/Phone _____
Acting as Seller's (sub) Agent Dual Agent

Agenda Item #3: ECONOMIC DEVELOPMENT / PLANNING DEPARTMENT – APPROVAL of the PLANNING DEPARTMENT FEES for FY 24/25:

EDC & Planning Department Director Dr. Gary Lanier requested approval of the purposed Planned Unit Development (PUD) fee schedule amount of \$1,200.00. This includes \$10.00 per lot for Final Plat Review (Major Subdivisions & Planned Developments), \$20.00 for Residential Permit Application, and \$20.00 for a Commercial Permit Application.

MOTION:

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

**PLANNING DEPARTMENT FEES
PROPOSAL**

(EFFECTIVE 7.1.24)



SUBDIVISION (SD)

Major Review	\$ 100
Minor Review (10 lots or less)	\$ 50
Final Plat Review (Major Subdivisions & Planned Developments)	\$ 10 per lot

MOBILE HOME PARK (MHP)

Certification Letter	\$35 Annual Registration Fee Plus \$5 per space (<i>whether occupied or not</i>)
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PLANNED UNIT DEVELOPMENT PERMIT (PUD)	\$ 1200
SPECIAL USE PERMIT (SUP)	\$ 500
Cell Towers	\$ 750
Solar Energy Systems	\$ 750
Re-Application Fee (Expired SUP)	\$ 250

VARIANCE REQUESTS (V) Major Subdivision	\$ 300
VARIANCE REQUESTS (V) Single Residential	\$ 75

ADMINISTRATIVE APPEALS (AP)	\$ 150
REZONING (RZ)	\$ 300
FLOODPLAIN PERMIT (FP)	\$ 50
RESIDENTIAL ZONING PERMIT	\$ 20
COMMERCIAL ZONING PERMIT	\$ 20

MISCELLANEOUS (MC)

Ordinance Copy	\$ 0.25 per page
Zoning Verification Letter	\$ 25

Agenda Item #4: ECONOMIC DEVELOPMENT / PLANNING DEPARTMENT – APPROVAL to ESTABLISH a PUBLIC HEARING for the PROPOSED PINEBROOK PLANNED UNIT DEVELOPMENT ZONING DISTRICT:

EDC & Planning Department Director Dr. Gary Lanier requested approval to establish a Public Hearing on July 15th, 2024, at 6:30 P.M., or as soon as can be heard regarding the proposed Planned Unit Development Zoning District.

MOTION:

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

Agenda Item# 5: SHERIFF'S OFFICE – APPROVAL of the REDUCTION of ACCRUED TIME and ADOPTION of ORDINANCE REGULATING COMPENSATORY, HOLIDAY, and ADMINISTRATIVE TIME for SHERIFF'S OFFICE:

Sheriff William Rogers requested approval to reduce accrued time and will present updated regulations to compensatory, holiday, and administrative time.

MOTION:

Vice Chairman Byrd made a motion to **TABLE**, seconded by Commissioner Featherson. The motion unanimously passed.

Agenda Item #6: ATTORNEY'S OFFICE – APPROVAL of LEASE with EASTER SEALS, FORMERLY PORT HEALTH SERVICES:

Attorney Amanda Prince requested approval of the lease renewal with Easter Seals, formerly Port Health.

MOTION:

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

LEASE RENEWAL ASSIGNMENT AMENDMENT AND RESTATEMENT

THIS LEASE RENEWAL, ASSIGNMENT, AMENDMENT, AND RESTATEMENT (this "Amendment") is entered into as of the date of the last signature set forth below (the "Effective Date"), by and between COLUMBUS COUNTY, a local political subdivision of the State of North Carolina ("Landlord"), PORT HEALTH SERVICES, a North Carolina nonprofit corporation ("Original Tenant"), and EASTER SEALS UCP NORTH CAROLINA & VIRGINIA, INC., a North Carolina nonprofit corporation ("New Tenant").

WHEREAS, Landlord and Original Tenant entered into that certain Lease Agreement dated March 1, 2019 (as amended prior to this Amendment, the "Lease") a copy of which is attached hereto as Exhibit A and incorporated herein by reference pertaining to certain office space and/or other premises more particularly described in the Lease;

WHEREAS, Original Tenant is transferring the majority of its assets to New Tenant effective July 1, 2024 (the "Transfer") and, as part of the Transfer, desires for New Tenant to take assignment of its leasehold interest as set forth in the Lease (the "Leasehold Interest"), under the same lease terms, except as modified by this Amendment;

WHEREAS, New Tenant desires to accept assignment of the Leasehold Interest under the Lease, under the same lease terms, except as modified in this Amendment; and

WHEREAS, Landlord consents to the assignment of the Leasehold Interest and the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual and reciprocal promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, Original Tenant, and New Tenant hereby agree to the terms of this Amendment set forth below:

1. Effective July 1, 2024, the term of the Lease shall be reinstated for, if applicable a period of one (1) year beginning July 1, 2024 and ending June 30, 2025.
2. Effective July 1, 2024, New Tenant shall take assignment of the Leasehold Interest from Original Tenant.
3. This Amendment is intended to be a modification to the Lease. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same definitions ascribed in the Lease.
4. Except as modified and amended by this Amendment, all terms and conditions of the Lease remain in full force and effect.
5. This Amendment may be executed in counterparts, including electronic signatures delivered via electronic transmission, which counterparts shall constitute a single valid and binding agreement.

IN WITNESS WHEREOF, Landlord, Original Tenant, and New Tenant have executed this Amendment to be effective as of the Effective Date.

LANDLORD:

Columbus County

By: _____ Name:

_____ Title:

_____ Date:

ORIGINAL TENANT:

PORT Health Services

LEASE AGREEMENT

WITNESS THIS LEASE AGREEMENT, made effective the 1 day of March, 2019, among COLUMBUS COUNTY, a local, political subdivision of the state of North Carolina, whose mailing address is 111 Washington Street, Whiteville, North Carolina 28472 (herein the "LESSOR"), and PORT HEALTH SERVICES, a Carolina corporation, whose mailing address is 4300 Sapphire Court, #110, Greenville, NC 27834 (herein the "LESSEE").

In consideration of the rent stated and the covenants, terms and conditions hereinafter provided (including a walk-through inspection by LESSEE), the LESSOR does demise, let and lease unto the LESSEE, and the LESSEE rents from the LESSOR, a certain tract or parcel of land, together with all improvements situated thereon, located at the bottom floor of 706 North Thompson Street, in the city of Whiteville, county of Columbus, North Carolina, with approximately 5,700 square feet of office space.

The tract or parcel of land hereinabove described, and all other improvements situated thereon, and all rights appurtenant thereto, shall hereinafter be referred to as the "Premises."

TO HAVE AND TO HOLD, the Premises unto the LESSEE, for and throughout the term hereinafter set forth and any extension thereof as herein provided.

1. TERM The term of this Lease Agreement (hereinafter referred to as the "Agreement") shall commence on November 1, 2018, and shall end on October 31, 2021.
2. RENT. The LESSEE shall pay to the LESSOR monthly rent in an amount of Four Thousand, Two Hundred, Seventy-Five Dollars (\$4,275.00) beginning at the commencement of the lease through the end of the lease term. Rental payments shall be due on the first day of each month during the term of this Agreement. Payment shall be made by a check payable to LESSOR and sent to the following address: Columbus County Administration, Attn: Finance Office, 111 Washington Street, Whiteville, NC 28472. The first and last months' payments shall be prorated if either or both are for a period of less than one (1) month and shall be prorated on the total number of days for which rental is due during either such month. If any Rent due under this Agreement is not received by LESSOR within five (5) days of the due date, LESSOR may, in its discretion, impose a late charge (not to exceed five percent (5%) of such rental installment). Acceptance of any late charge shall not constitute a waiver of LESSEE's default with respect to the overdue amount.

Regular monthly payments for November and December, 2018 and January, 2019, and \$465.00 for February, 2019, are waived in return for payments made by LESSEE for costs associated with the removal of asbestos flooring from the Premises, Rent for the balance of February, 2019 and the regular monthly payment for March, 2019 (in the amount of \$8,085.00) along with the regular monthly payment for April 2019 (in the amount of \$4,275.00) will be due on or before April 1, 2019.

3. USE OF PREMISES. The LESSEE may use and occupy the Premises for the purpose of conducting business or office space pursuant to all applicable laws, rules, regulations and licensing requirements. The LESSOR hereby represents and warrants to LESSEE that the Premises are zoned for the use contemplated by this Agreement. The LESSEE's intended use of the building is for mental health services in an office setting.
4. ALTERATIONS. The LESSEE may, with the prior written consent of the County Manager on behalf of LESSOR, and at LESSEE's sole cost and expense, make alterations and improvements in and to the Premises. All such improvements shall become the property of LESSOR upon expiration or sooner termination of this Agreement, unless otherwise agreed to in writing by and between LESSEE and LESSOR prior to the making of such alteration or improvement. The contemplated alterations and improvements shall (i) not alter the structural integrity of the improvements located therein or thereon or materially adversely affect the value of the Premises and (ii) be made in connection with the use of the Premises as a business office for the purpose of providing mental health services and (iii) be in compliance with all applicable laws, regulations and program requirements.
5. COVENANT AGAINST LIENS. Nothing in this Agreement shall authorize LESSEE to, and LESSEE shall not, do any act which will in any way encumber the title of LESSOR in and to the Premises, nor shall the interest or estate of the LESSOR in the Premises be in any way subject to any claim whatsoever by virtue of any act or omission of LESSEE. Any claim to a lien upon the Premises arising from any act or omission of LESSEE shall be valid only against LESSEE and shall in all respects be subordinate to the title and rights of LESSOR, and any person claiming through LESSOR, in and to the Premises. LESSEE shall remove any lien or encumbrance on its interest in the Premises within ten (10) days after it has arisen, but LESSEE may in good faith contest any such item if it notifies LESSOR in writing of that item and posts a bond or other security reasonably acceptable to LESSOR.
6. TRADE FIXTURES. The LESSEE may, throughout the term of this Agreement from time to time, place personal property on the Premises and to attach the same to the real estate that is part of the Premises; provided, however, that the attached personal property shall (i) not alter the structural integrity of the improvements located therein or thereon or materially adversely affect the value of the Premises and (ii) be made in connection with the use of the Premises as a business office for the purpose of providing mental health services and (iii) be in compliance with all applicable laws, regulations and program requirements. All such personal property located on the Premises by the LESSEE, including, but not limited to, trade fixtures and fixtures attached to the realty, shall be and remain at all times the sole property of the LESSEE. The LESSEE, with the exception of leased personal property which is the subject of a separate Equipment Lease Agreement

of even date herewith between LESSOR and LESSEE, shall have the right to remove the same at any time up to and including the expiration date of this Agreement or sooner termination of this Agreement for any reason. The LESSEE shall give the LESSOR ten (10) days written notice prior to the removal of a trade fixture that has been affixed to the Premises if removal would damage the Premises. LESSEE shall be responsible for all damages or repairs resulting from removal of trade fixtures.

7. MAINTENANCE AND REPAIRS. The LESSEE shall be required to maintain the Premises, including the buildings and other improvements thereon, in good condition, reasonable wear and tear excepted; provided, however, that LESSOR will be responsible for repairs to roof, exterior walls, foundation and other structural elements of the buildings and other improvements unless such repair or replacement is caused by the intentional or negligent acts or omissions of LESSEE, in which event LESSEE shall be liable for the full cost of such repairs and replacements. Except as stated hereinabove, LESSEE will be responsible for all other maintenance and repairs up to an amount of \$500.00 per occurrence. All such repairs and replacements which total over \$500.00 per occurrence shall be the responsibility of LESSOR, unless such repair or replacement is caused by the intentional or negligent acts or omissions of LESSEE, in which event LESSEE shall be liable for the full cost of such repairs and replacements. The LESSEE's obligations hereunder shall include, without limitation, all maintenance and repairs of the yard, landscaping, driveway, parking area and outdoor lighting.

8. LIABILITY INSURANCE. Throughout the term of this Agreement, the LESSEE shall, at its sole cost and expense, keep or cause to be kept, public liability insurance for property damage or personal injury, with combined single limit coverage of at least \$1,000,000.00. The LESSEE shall request that LESSOR be named as an additional insured on the liability policy carried by the LESSEE pursuant to this Section, and that no policy required hereunder be canceled or non-

renewed without thirty (30) days prior written notice to both parties. LESSEE shall remit to the LESSOR a Certificate of Insurance showing said coverage to be in full force and effect.

9, INDENNTY.

a. The LESSEE shall, to the fullest extent permitted by law, release, indemnify, defend and save harmless the LESSOR} and its agents, representatives and employees, from and against any and all liability, losses, costs, claims, penalties, fines, cleanup costs and other pollution related items, damages, expenses, judgments and awards, including reasonable attorneys' fees and consultants' fees and fees of other professionals, arising out of or in any way related to any of the following throughout the term of this Agreement, unless such results from the acts or omissions (negligent or othe|Wise) of the LESSOR, or its representatives, agents or employees:

i) Any act of negligence on the part of the LESSEE, its officers, managers, agents, representatives, members or employees, ii) The use or operation of the Premises by the LESSEE.

iii) Any activity, work, or other thing done, permitted or suffered by the LESSEE on or about the Premises.

iv) Any breach or default on the part of the LESSEE to perform or comply with any covenant, agreement, provision, stipulation, term or condition required to be performed or complied with by the LESSEE hereunder.

v) Any requirement under any law, regulation or ordinance, local, state, or federal, which requires the elimination or removal of any hazardous materials, hazardous substances from or related to the Premises, or the LESSEE's operation or use of the Premises, its business or assets, or otherwise imposes any liability relating to or otherwise connected with any hazardous materials, hazardous substances, hazardous wastes, oils, petroleum products, or other environmentally regulated substances, but only in regard to such hazardous materials, hazardous substances, hazardous wastes, oils, petroleum products, or other environmentally regulated substances, placed upon or release from, or caused to be placed upon or released from, the Premises by LESSEE, its officers, members, managers, shareholders, representatives, directors, agents, employees, servants, invitees, customers, licensees, contractors or assigns or subtenants of LESSEE under this Agreement.

vi) Any improvements made to the Premises by the LESSEE or its contractors or anyone else on the LESSEE's behalf.

b If any action or proceeding is brought against the LESSOR, or its agents, representatives or employees, by reason of any occurrences enumerated in subsection (a) hercof, the LESSEE, upon written notice from the LESSOR, will, at the LESSEE's expncsc, resist or defend such action or proceeding through counsel selected by the LESSEE and reasonably approved by the LESSOR.

C,. The LESSOR shall, to the fullest extent by law, release, indemnify, defend and save harmless the LESSEE, and its officers, directors, representatives, shareholders, agents and employees, from and against any and all liability, losses, costs, claims, pnalties, fines, cleanup costs and other pollution related items, damages expenses, judgments and awards, including reasonable attorneys' fees and consultants' fees and fees of other professionals, arising out of or in any way related to any of the following throughout the term of this Agreement, unless such results from

the acts or omissions (negligent or otherwise) of the LESSEE, or its officers, managers, representatives, members, agents or employees:

i) Any act of negligence on the part of the LESSOR, its agents, representatives or employees.

ji) Any activity, work, or other thing done, permitted or suffered by the LESSOR in or about the Premises.

iii) Any breach or default on the part of the LESSOR to perform or comply with any covenant, agreement, provision, stipulation, term or condition required to be performed or complied with by the LESSOR hereunder.

- iv) Any requirement under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials, hazardous substances, hazardous wastes, oils, petroleum products or other environmentally regulated substances from or related to the Premises, or the LESSOR's ownership, operation or use of the Premises, its business or assets, or otherwise imposes any liability relating to or otherwise connected with any hazardous materials, hazardous substances, hazardous wastes, oils, petroleum products or other environmentally regulated substances, but only in regard to such hazardous materials, substances, wastes or other environmentally regulated substances, placed upon or released from, or caused to be placed upon or released from, the Premises by LESSOR, its agents, employees, representatives, members, managers, servants, contractors, licensees, invitees or customers, or predecessors in title or operation of the Premises. LESSOR represents and warrants that as of the date of execution hereof, it is complying in all material respects with all environmental laws and regulations applicable to the Premises.
 - v) Any improvements made to the Premises by the LESSOR or its agents, representatives, employees, contractors or anyone else on the LESSOR's behalf.
- d) If any action or proceeding is brought against the LESSEE, or its officers, directors, representatives, shareholders, agents or employees, by reason of any occurrences enumerated in subsection (c) above, the LESSOR, upon written notice from the LESSEE, will, at the LESSOR's expense, resist or defend such action or proceeding through counsel selected by the LESSOR and reasonably approved by the LESSEE.
 - e) The provisions of this Section shall survive the expiration or other termination of this Agreement and shall be in addition to and not in lieu of all other rights and remedies available to the parties in connection with this Agreement.

10. TAXES AND ASSESSMENTS. Throughout the term of this Agreement, LESSOR shall timely pay all real property taxes imposed on the Premises by any lawful authority. The LESSEE shall list and pay all personal property taxes on all of its personal property located on the Premises by any lawful authority. The LESSOR represents and warrants, to the best of its knowledge, there are no pending annexations, condemnations or other proposed changes in the zoning laws or assessments to be made against the Premises, and LESSOR will not apply for or consent to the application of any amendment to or revision of any zoning law that would materially adversely affect LESSEE's use of the Premises in conjunction with this Agreement. If any such change or assessment shall be made in the future, the parties shall prorate any such cost or assessment related thereto as shall equitably recognize the lease term and use of the Premises by LESSEE.

11. ASSIGNMENT AND SUBLETTING.

- a) The LESSEE may not assign this Agreement or any interest herein, or let the Premises or any part thereof, or any right or privilege appurtenant thereto, or permit the occupancy or use of any part thereof, by any other person without the prior written consent of LESSOR. LESSOR may withhold such consent at its discretion, but such consent shall not be unreasonably withheld in the event of a subletting to a proposed subtenant who operates a business permitted by this Agreement.
- b) The parties hereto agree that a change by LESSEE in the overall purpose of the operation of the business shall be considered an assignment or sublet requiring reasonable consent of LESSOR hereunder.

12. ACCESS TO PREMISES. LESSOR shall have the right to enter upon the

_____ Premises at all reasonable business hours for the purpose of inspecting them, preventing waste, loss or destruction, enforcing any of its rights or powers under this Agreement, or making such repairs or alterations as it is obligated to make under the terms of this Agreement or which LESSOR may elect to perform, following LESSEE's failure to do so. Throughout the _____ of the Agreement, LESSOR shall have the right to enter the Premises at reasonable hours after reasonable notice for the purpose of showing them to prospective purchasers or mortgagees and, during the last six months of the term of the Agreement, to prospective lessees. If the LESSEE is not present to open and permit an entry into the Premises, LESSOR or LESSOR's agents may enter the same whenever such entry may be reasonable necessary or permissible by master key

(or in emergencies forcibly). In no event shall the obligations of the LESSEE under this Agreement be affected by any such entry.

13. FIRE AND CASUALTY INSURANCE.

a) Throughout the term of this Agreement, the LESSOR shall maintain, at LESSOR's sole cost and expense, fire and casualty insurance (with extended coverage) against property damage to the Premises. Such coverage shall be maintained with a minimum liability limit equal to the replacement value of the Premises, the property of LESSEE and improvements situated thereon, through companies licensed to do business in the state where the Premises are located. No policy required hereunder may be canceled or non-renewed without thirty (30) days prior written notice to both parties. Upon the partial destruction of the Premises, or any property or improvements located thereon, except as otherwise specifically provided in Section 14 hereof, the proceeds of insurance, purchased hereunder, to the extent not required to be paid to a mortgage holder on the Premises, shall be used to repair the Premises, or such property or improvements thereon so destroyed, to a condition that is the same as it was prior to said destruction.

b) Notwithstanding any provision of this Agreement to the contrary, to the extent permitted by a party's respective insurance carrier, each party hereby waives any and all rights of claim, action or cause of action, against the other party, its agents, members, managers, shareholders, directors, officers, or employees, for any injury, death, loss or damage that may occur in, on or to the Premises, and all improvements or appurtenances thereto, or to any personal property of either party therein, by reason of fire, the elements, or any other cause, which is covered under the terms of fire and casualty insurance policies required under this Section or otherwise carried pursuant to this Agreement or in connection with the Premises, regardless of cause or origin, including, without limitation, the acts or omissions (negligent or otherwise) of either party, its agents, members, managers, shareholders, directors, officers or employees. Each party agrees to request a waiver of subrogation right endorsements to its insurance policies required under this Section or otherwise carried pursuant to this Agreement or in connection with the Premises.

14. DESTRUCTION OF THE IMPROVEMENTS ON THE PREMISES. Except as provided below, in the event of partial damage of the Premises or improvements located on the Premises during the term of this Agreement by any cause, if the Premises can continue to be used by LESSEE for the purpose for which they were being used at the time of damage, the LESSOR shall repair or replace the Premises or such property or improvements so damaged at the LESSOR's own cost and expense; provided, however, LESSOR's obligation to repair or replace the Premises or improvements thereon under this Section 14 shall be limited to insurance proceeds available for that purpose.

In the event of total destruction of the Premises or partial destruction of the Premises to the extent that they cannot reasonably be used by the LESSEE for the purposes for which they were being used at the time of the destruction or damage, this Agreement shall be terminated, and, to the extent permitted by the respective insurance companies, the insurance proceeds payable under the policy of insurance carried pursuant to Sections 8 and 13 hereof as a result of the destruction or damage to the Premises shall be paid to the LESSOR.

15. UTILITIES AND SERVICES. Throughout the term of this Agreement, LESSOR shall pay for all utility services, water, fuel, gas and related services furnished to the Premises.

16. DEFAULT.

a) Any one or more of the following events shall constitute an event of default on behalf of the LESSEE:

i) The LESSEE's failure to make payment of rent when the same shall be due and payable and the continuance of such failure without curing same within a period of five (5) days after receipt by the LESSEE of notice in writing from the LESSOR specifying the nature of such failure.

ii) The LESSEE's failure to conduct the existing programs upon the Premises, or the cancellation or revocation of LESSEE's license or authority to operate such programs, or termination of LESSEE's contract with LESSOR to provide such programs as a provider for LESSOR for any reason, shall constitute an immediate default.

iii) The LESSEE's failure to perform any of the other covenants, conditions or agreements imposed upon the LESSEE under this Agreement and the continuance of such failure without the curing of same within a period of

forty-five (45) days after receipt by the LESSEE of notice in writing from the LESSOR specifying the nature of such failure; provided, however, that the LESSEE shall not be in default under this item (iii) if the matter to be cured cannot reasonably be cured within the forty-five (45) day period herein described and the LESSEE begins to cure the same within such forty-five (45) day period and diligently continues to pursue such cure until full completion, provided that such cure period shall in no event extend for greater than ninety (90) days from LESSEE's receipt of notice in writing of the original failure.


- b) Upon the occurrence of any event of default behalf of the LESSEE, the LESSOR may, at the LESSOR's option, give the LESSEE written notice of the LESSOR's election to terminate this Agreement upon a date specified in such notice, which date shall not be less than ten (10) days after the date of delivery or mailing by the LESSOR of such notice. Upon any termination of the term of this Agreement as a result of an event of default the LESSOR may re-enter the Premises and dispossess the LESSEE. Nothing herein shall limit the other remedies as LESSOR shall have at law or in equity.
- c) It shall be an event of default of behalf of LESSOR if LESSOR fails to perform any of the covenants, conditions or agreements imposed upon the LESSOR under this Agreement and the continuance of such failure without the curing of same within a period of five (45) days after receipt by the LESSOR of notice in writing from the LESSEE specifying the nature of such failure; provided, however, that the LESSOR shall not be in default under this item if the matter to be cured cannot reasonably be cured within the forty-five (45) day period herein described and the LESSOR begins to cure the same within such forty-five (45) day period and diligently continues to pursue such cure until full completion, provided that such cure period shall in no event extend for greater than ninety (90) days from LESSOR's receipt of notice in writing of the original failure.
- d) Upon the occurrence of any event of default on behalf of the LESSOR, the LESSEE may, at the LESSEE's option, (i) correct any such default on behalf of the LESSOR (including, without limitation, any maintenance obligation on behalf of the LESSOR) and deduct the cost therefore from any rent due hereunder or (ii) give the LESSOR written notice of the LESSEE's election to terminate this Agreement upon a date specified in such notice, which date shall not be less than ten (10) days after the date of delivery or mailing by the LESSEE of such notice. Upon any termination of the term of this Agreement as a result of an event of default the LESSEE may re-enter the Premises and dispossess the LESSOR. Nothing herein shall limit the other remedies LESSEE shall have at law or in equity.
17. EMINENT DOMAIN. In the event the Premises are made subject to a proceeding by which the right of eminent domain is exercised, or any like proceeding, if such resistance is feasible, the parties hereto shall join and cooperate in prosecuting their respective claims for damages incurred from the successful exercise of such right or proceeding. If the whole of the Premises is taken in any proceeding by which the right of eminent domain is exercised, or any like proceeding, this Agreement shall terminate; provided, however, that the parties hereto shall remain liable for any and all liabilities or obligations incurred under this Agreement prior to such termination. Any condemnation award shall be apportioned between the parties hereto as their interests shall appear. If, however, the aforesaid exercise of the right of eminent domain, or other like proceeding, results in the taking of less than the whole of the Premises:
- a) And the Premises are condemned to the extent that it is no longer feasible for the LESSEE to effectively use the Premises for the uses contemplated, the LESSEE may terminate this Agreement by written notice to the LESSOR. Such written notice must be mailed to the LESSOR within thirty (30) days after the happening of such event and must specify the termination date, which date must be within one hundred twenty (120) days of such taking. The Agreement will then terminate on the date specified; provided, however, that the parties hereto shall remain liable for

any and all liabilities and obligations incurred under this Agreement prior to such termination. The award made for such taking shall be apportioned between the parties hereto as their interests shall appear. If the LESSEE does not exercise the privilege of termination within the time herein specified, this Agreement shall continue in full force and effect subject to the provisions of subsection (b) of this Section.

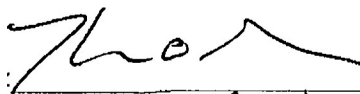
- b) Or the Premises are partially condemned but the LESSEE can continue to effectively use the Premises for the use contemplated, this Agreement shall not terminate but shall continue with such abatement of rent and other adjustments as shall be calculated based upon the percentage of the Premises so condemned.
18. HOLDING OVER. If the LESSEE continues to occupy the Premises after the last day of the term of this Agreement and the LESSOR agrees to accept rent thereafter, the LESSEE shall occupy the Premises as a lessee on a month-to-month term, subject to all the conditions of this Agreement consistent with such a tenancy.
19. RETURN OF THE PREMISES. At the expiration of the term or the sooner termination of this Agreement the LESSEE shall surrender the Premises in as good condition as it was in at the beginning of the term of this Agreement, reasonable use and wear and tear or casualty damage addressed by the terms of this Agreement excepted.
20. LAWS AND REGULATIONS. The LESSEE, at the LESSEE's own cost and expense, shall comply promptly with all laws, rules and orders of all governmental authorities which may be applicable to the Premises or any business or programs conducted thereon throughout the original term of this Agreement and any extension thereof; provided, however, nothing contained in this Section 20 shall be construed to require LESSEE to fulfill any of LESSOR's obligations hereunder, including, without limitation, LESSOR's maintenance obligations pursuant to LESSOR's maintenance requirements contained in this Agreement.
21. NOTICES. All notices, requests, demands and other communications to be given hereunder shall be made in writing and shall be deemed given when delivered or deposited in the United States Mail, certified with return receipt requested, with postage prepaid, addressed to the respective parties or their representatives, addressed as shown in the first paragraph hereof or at such other address as may hereafter be designated by notice given in the same fashion as other notices under this Agreement. All notices, requests, demands and other communications to be given hereunder to the LESSEE shall be sent to the attention of Thomas Savidge, CEO, and notices, requests, demands and other communications to be given hereunder to the LESSOR shall be sent to the attention of Columbus County Manager.
22. QUIET ENJOYMENT. The LESSOR covenants and warrants that the LESSEE shall, by paying the rent herein reserved and by performing the covenants and conditions herein contained, at all times throughout the term of this Agreement and any extension thereof, peaceably have, hold and enjoy the quiet and undisturbed possession of the Premises and all appurtenances appertaining thereto for such term and any extension thereof, and the LESSOR shall defend the same against all persons whomsoever.
23. COVENANT OF TITLE. The LESSOR covenants and warrants that it has the full right and authority to enter into this Agreement and that the LESSOR is lawfully seized of the Premises hereby leased and has good fee simple title thereto.
24. RELATIONSHIP OF THE PARTIES. It is hereby understood and agreed that the relationship of the parties hereto is strictly that of landlord and tenant of the Premises and that neither party has any ownership interest in the other's enterprise and that this Agreement shall not be construed as a joint venture or partnership. Neither party is or shall be deemed to be an agent or representative of the other party.
25. BINDING EFFECT. All the terms, covenants, and conditions hereof shall be binding upon the parties hereto and shall bind and inure to the benefit of their successors and assigns.
26. WAIVERS. Failure of the LESSOR or the LESSEE to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by the LESSOR or the LESSEE at any time, express or implied, of any breach of any of the provisions of this Agreement shall be deemed a consent to any subsequent breach of the same or any other provisions.
27. RECORDING. The LESSEE or LESSOR may record a memorandum of this Agreement and the filing party shall pay the cost of any and all fees or charges attendant with such recordation. Each party agrees to execute a Memorandum of Lease upon written request of the other party.

- 28. CONSTRUCTION. This Agreement shall be deemed made and delivered in North Carolina and shall be governed and enforced in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of laws. If any provision of this Agreement (or portion hereof) shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement (or portion thereof), all of which other provisions (and portions thereof) shall remain in full force and effect. If any provision of this Agreement (or portion thereof) is capable of two interpretations, one of which would render the provision (or portion thereof) void and the other which would render the provision (or portion thereof) valid, then the provision (or portion thereof) shall have the meaning which renders it valid. The indemnification and other remedy provisions herein shall be in addition to and not in lieu of all other rights and remedies the parties shall have in connection with this Agreement.
- 29. CAPTIONS. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.
- 30. GENDER. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof, whenever the context and facts require such construction.
- 31. SURVIVORSHIP. The terms and provisions of this Agreement, and the portions thereof, which by their nature or express language are intended by the parties to survive expiration or sooner termination of this Agreement, shall so survive such expiration or sooner termination of this Agreement, including, without limitation, the indemnification provisions of this Agreement.
- 32. AMENDMENT/ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No oral or written prior or contemporaneous agreements shall have any force or effect. This Agreement may be changed only by an agreement in writing signed by both parties.
- 33. SUBORDINATION. During the term of this Agreement, upon request of the LESSOR, the LESSEE will execute and deliver such documents as shall be reasonably requested to subordinate its leasehold interest in the Premises to mortgagees of LESSOR with regards to the Premises, as long as such documents contain non-disturbance provisions reasonably satisfactory to the LESSEE to provide that the LESSEE's quiet and peaceful possession and enjoyment of the Premises, and its rights hereunder, will not be disturbed or affected as long as the LESSEE is in substantial compliance with the terms of this Agreement. LESSEE agrees that its leasehold interest is subordinate to the interests of any and all existing mortgagees with regards to the Premises.
- 34. AMERICANS WITH DISABILITIES ACT. LESSEE shall be responsible for complying with the Americans with Disabilities Act (ADA) in the Premises, including, without limitation, making any repairs or replacements to the Premises required by the ADA, at the LESSEE's cost and expense.
- 35. MULTIPLE COUNTERPARTS. This Agreement be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the day and year first above written.



 By: County Manager
 Date: 3-25-19



 By: Thomas O. Savage
 Date: CE
 Date: 3/20/19

LESSOR:
 COLUMBUS COUNTY
 By: By:

LESSEE:
 PORT HEALTH SERVICES

Agenda Item #7: ATTORNEY'S OFFICE – APPROVAL of the LEGAL SERVICES AGREEMENT for PFAS LITIGATION:

Attorney Amanda Prince requested approval of the Legal Services Agreement for PFAS litigation.

MOTION:

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

LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement is made between Columbus County ("Client") and the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, Seagle Law PLLC, and Ward & Smith, P.A. (collectively referred to as "Attorneys").
2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.
3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates _____ as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.
4. SCOPE AND DUTIES. Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled from the releasers of PFAS from Fayetteville Works and/or the manufacturer(s) of firefighting foam products (known as "aqueous film forming foam" or "AFFF") and/or other products containing perfluoroalkyl substances ("PFAS") (including perfluorooctanoic acid ("PFOA" or "C8"), perfluorooctane sulfonate ("PFOS"), and any other related compounds. Client understands Attorneys may submit settlement claim form submissions, may file an action, and/or may negotiate on Client's behalf to address harm to Client from PFAS. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments.
5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
6. JOINT RESPONSIBILITY. The Attorneys assume joint legal responsibility to Client for the representation described in this Agreement, and agree to be available for consultation with the client. Client approves of and consents to the participation of the firms in their representation.
7. ATTORNEYS' FEES. Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.
 - A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of twenty-five percent (25 %) of any gross recovery (as defined below).

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.
 - B. Definitions

“Costs” and “Expenses” include, but are not limited to, the following: process servers’ fees, court reporters’ fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants’ fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

“Document Management Costs” are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

“Gross recovery” means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. “Gross recovery” shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney’s fees recovered by Client as part of any cause of action that provides a basis for such an award. “Gross recovery” may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value. However, regardless of the results of the binding appraisal, the fee associated with non-monetary property or services transferred or rendered for the benefit of the Client shall not, in any case, exceed the amount of the monetary payments made to the Client as part of the governing settlement or judgment. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage. The Attorneys’ fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys’ fee. If there are insufficient funds to pay the Attorneys’ fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed twenty percent (20%) of the gross recovery as defined in this agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys’ Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client’s attorneys’ fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney’s fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney’s fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. Attorneys will advance all costs and expenses. Attorneys will deduct those costs and expenses out of Client’s recovery after attorney’s fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the

event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) **Outsource to outside vendor.** Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(2) **Internal processing.** Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. **SHARED EXPENSES.** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in their discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses. Nevertheless, Client shall only be responsible for prudent, fair and reasonable expenses.
10. **DIVISION OF ATTORNEYS' FEES.** At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows:

Baron & Budd, P.C. 45%; Cossich, Sumich, Parsiola & Taylor, P.C. 45%; Seagle Law 5%; Ward & Smith, P.A. 5%.
11. **MULTIPLE REPRESENTATIONS.** Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS related litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of which Client is currently aware as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.
12. **POWER OF ATTORNEY.** Client gives Attorneys a limited power of attorney solely to execute all reasonable and necessary documents connected with the handling of the litigation associated with this cause of action. Prior to signing any documents relative to settlement agreements, compromises and releases, Attorneys will confer with and advise Client of the contents and ramifications of such documents and obtain the Client's consent to so execute. Under no circumstances will Client's claims be settled without obtaining Client's advance consent.
13. **SETTLEMENT.** Attorneys will not settle Client's claim without the advance approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.
14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential

conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **ATTORNEYS' LIEN.** Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for Client shall be released by Attorneys.
16. **DISCHARGE OF ATTORNEYS.** Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Attorneys and Client agree that Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client then any lien in excess of the recovery for Client shall be released by Attorneys.
17. **WITHDRAWAL OF ATTORNEYS.** Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client prior to and without filing suit. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. Notwithstanding Attorneys' withdrawal, Attorneys and Client agree that in all such cases described herein above, Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for Client shall be released by Attorneys.
18. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.
19. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

20. NOTICES. Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C.

3102 Oak Lawn Ave., Suite 1100

Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor LLC

8397 Highway 23, Suite 100

Belle Chasse, Louisiana 70037

Seagle Law, PLLC

P.O. Box 15307

Asheville, NC 28813

Ward & Smith, P.A.

751 Corporate Center Dr.

Raleigh, NC 27607

21. DISCLAIMER OF GUARANTEE. Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.
22. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
23. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
24. MODIFICATION BY SUBSEQUENT AGREEMENT. The parties may agree to modify this Agreement by executing a new written agreement.
25. DISPUTES ARISING UNDER AGREEMENT. Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with paragraph 7.C.
26. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.
27. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.
28. MULTIPLE COUNTERPARTS. This Agreement will be effective whether or not executed in multiple counterparts.

This agreement and its performance are subject to the Louisiana Rules of Professional Conduct, the Texas Disciplinary Rules of Professional Conduct, and the North Carolina Rules of Professional Conduct.

Agenda Item #8: HEALTH SERVICES – APPROVAL of the 90 DAY CONTRACT for PUBLIC HEALTH DENTAL HYGIENIST:

Health Services Director Kim Smith requested approval of the temporary contract in the amount of \$26,500 for a Public Health Dental Hygienist. This will be grant funded.

MOTION:

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

STATE OF NORTH CAROLINA

Columbus County

THIS AGREEMENT, entered into by and between the Columbus County Health Department, hereinafter called the "Department", and Ryan Morgan, DDS (Provider) hereinafter called the "Contractor", shall commence on **July 1, 2024**. This agreement shall be for the purpose of providing oversight of the Department's Public Health Hygienist. This Agreement shall be automatically terminated if funds are not authorized by the Columbus County Board of Commissioners and/or the State of North Carolina.

THE CONTRACTOR AGREES TO:

1. Be licensed to practice dentistry in the State of North Carolina.
2. Maintain current registration and licensure as a Dentist in good standing in the State of North Carolina.
3. Provide oversight of Public Health Hygienist per the signed Standing Order.
4. Cooperate with local and state dental and medical providers in stimulating interest in dental health programs and projects.
5. If Contractor is unable to provide oversight on a scheduled clinic day he must notify the Department 24 hours in advance.
6. Provide General Malpractice Insurance. The contractor shall provide a copy of the insurance binder which shall indicate the period of coverage.
7. At the end of each calendar month, Contractor is to provide a completed (signed and dated) Columbus County Health Department Contract Payroll Timesheet, for services provided the preceding month, which the Department shall pay by the 15th of the following month.
8. Accept as full payment for services provided at a rate of \$500.00 per day at four days per week, \$2,000.00 per week. This is for a total of \$26,500.00.
9. The Contractor will take affirmative action not to discriminate against any employee/patient or otherwise illegally deny any patient medical care because of race, creed, color, sex, age, disability, or national origin. Activities under this agreement will be conducted in accordance with the Title VI, Civil Rights Act of 1964; Title X; Title XIX; Americans with Disabilities Act of 1990; and any subsequent revision under federal and state law.

THE DEPARTMENT AGREES TO:

1. Employ a trained Public Health Hygienist as specified in 21.NCAC16W.0102.
2. Provide a copy of the Columbus County Dental Health policies and procedures.
3. Provide proper parental authorization/consent and the Dental Hygienist treatment consent form, for dental care prior to the date of the service.
4. Provide patient records including all patient information pertaining to dental service.
5. Provide materials and medical supplies to perform dental services to patients in need of this service.
6. Will have patient's up-to-date medical history before any procedure or evaluation is performed. If needed, the Public Health Hygienist will send the medical history to be reviewed by the Contractor.
7. Public Health Hygienist will follow the Standing Order for Public Health Hygienist.
8. Public Health Hygienist will consult with the Contractor weekly, and as needed, on patient clinical needs.

All parties to the contract agree to abide by all laws and regulations governing the confidentiality of patient information and further agree to safe guard privileged information.

This agreement shall be effective July 1, 2024 and shall end on September 30, 2024.

Either party may terminate the contract by giving 30 days written notice.

In witness whereof, the CONTRACTOR and the DEPARTMENT have executed this Agreement, in duplicate originals, one of which is retained by each of the parties.

The Contractor shall operate independently, and the Department shall not be responsible for any of the Contractor’s acts or omissions. The Contractor agrees to hold the Department harmless from and against any and all claims made or liability for acts or omissions of the Contractor. The undersigned certifies and warrants that he is duly authorized to sign on behalf of the Contractor.

_____	_____	_____	_____
Kimberly L. Smith	Date	Ryan Morgan, DDS	Date
Health Director			

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

_____	_____
Lacie Jacobs, County Finance Officer	Date
By: _____	Date: _____
Columbus County Board of Commissioners	
Chairman	

Agenda Item #9: HEALTH SERVICES – APPROVAL of the DENTAL RECRUITING CONTRACT with THE MEDICUS FIRM:

Health Services Director Kim Smith requested approval of the contract, in the amount of \$28,000, with The Medicus Firm to assist in recruiting a dentist. This contract will be grant funded.

MOTION:

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

By execution of this Agreement (the “Agreement”) _____ Columbus County Health Department (“Client”), engages The Medicus Firm, Inc. (“Firm”), to provide Recruiting Services as specified below.

I. THE MEDICUS FIRM AGREES TO:

- A. Perform an initial practice/community evaluation (“Zoom Opportunity Profile”) for each Designated Search.
- B. Provide consultation to determine sourcing/advertisement strategies for the Designated Search.
- C. Source and screen candidates to determine level of interest and compatibility with each Designated Search.
- D. Conduct preliminary licensure verification and obtain and check references from candidate(s) when possible.

II. CLIENT AGREES TO:

- A. Provide or approve written candidate specifications for each Designated Search following execution of this Agreement or the addition of a new Designated Search (“Effective Date”).
- B. Pay Firm according to fee schedule in the Statement of Work (“SOW”) attached.
- C. Reimburse Firm for all pre-approved out-of-pocket expenses incurred on Client’s behalf, including travel expenses for the

Opportunity Profile(s), candidate and spouse interview expenses, and procurement campaigns conducted on behalf of Client.

III. DESIGNATED SEARCHES:

- A. For purposes of this Agreement, a “Designated Search” is defined as any search set forth in the Statement of Work “(SOW)”. Client may add Designated Searches in the future via signed SOW.

IV. GENERAL TERMS AND CONDITIONS:

- A. The term of this agreement shall be for one (1) year from the date of the most recently initiated Designated Search and will be automatically extended on a month-to-month basis unless otherwise terminated in accordance with the terms of this agreement. This Agreement constitutes the entire understanding of both parties and may only be amended with written consent of both parties.
- B. Client has option to terminate or place on hold the Agreement or a Designated Search by providing written notice to Firm and paying all outstanding invoices. If a Designated Search is placed on hold by Client for more than sixty (60) days, such Designated Search is automatically deemed terminated without any further action required by either party.
- C. Firm reserves the right to terminate or place the Agreement or a Designated Search on hold by providing written notice to Client if Client: (1) has not provided pertinent information to the Firm required for the Designated Search, (2) is unresponsive to Firm or unwilling to comply to the requirements of this Agreement, or 3) is delinquent in payment(s) over ninety (90) days.
- D. A Designated Search is complete upon one of the following events (whichever occurs first): (1) the execution of a written agreement between a candidate and Client or (2) the commencement of the physician’s work with the Client.
- E. Within twelve (12) months of termination of this Agreement, if Client employs, contracts with or otherwise associates with any candidate that was referred, introduced, or otherwise connected to Client through or as a result of the Recruiting Services, Client agrees to pay Firm the remaining fees per Fee Schedule.
- F. During the term of this Agreement and for twelve (12) months following its termination, if Client employs, contracts with or otherwise associates with any candidate who was made aware of the Client opportunity as a result of Firm’s Recruiting Services, and is not specifically listed as the Designated Search, Client agrees to pay Firm \$40,000 as a Completion Fee for physician candidates or \$28,000 for advanced practice clinicians and dental/allied health candidates. This clause applies to, among others, all domestic partner provider teams, any placements made in un-contracted specialties, and additional placements in the same specialties detailed under the Designated Search (e.g., if Client only requests one provider in a Designated Search, but contracts with more than one provider).
- G. Firm cannot guarantee the content or accuracy of initial referencing of candidates because it is provided by third parties. Firm does not perform criminal background checks of candidates. Firm does not discriminate against any candidate based on age, race, gender, religion, national origin, disability, veteran status or other status protected by law. Client shall not hold Firm responsible for the acts or omissions of the candidate during or after the term of this Agreement. This paragraph survives the termination of this Agreement.
- H. Within two (2) business days business days of receipt of candidate information, Client shall notify Firm if it has previously received the candidate information directly through a third party. Unless notified within this time frame, it is agreed that Firm has the exclusive rights to the candidate and will proceed with the candidate in accordance to the terms of this Agreement.

16479 N. Dallas Parkway • Suite 200 • Addison, TX 75001 • 888

ARTICLE I RECRUITING SERVICES AGREEMENT

- I. Invoices are payable on receipt. All invoices ninety (90) days past due will incur an interest charge equal to one and one-half percent (1.5%) per month. In the event that collection activities are necessary due to non-payment of invoices, Client agrees to pay for reasonable attorney fees and collection costs.
- J. This Agreement is governed by and construed and interpreted in accordance with the laws of the State of Texas. This Agreement is exclusively performable in Dallas County, Texas and the Client consents to the exclusive jurisdiction of the courts in Dallas, Texas.
- K. All references herein to Client include Client’s officers, employees, agents, or other persons or entities acting at Client’s direction or on Client’s behalf. Each person signing this Agreement warrants and represents that they have full authority to enter into this Agreement, and that all warranties and representations in this Agreement are true and correct. The parties agree that if any section or provision of this Agreement is held invalid for any reason, the remaining sections or provisions remain in full force and effect.

ARTICLE II STATEMENT OF WORK

By execution of this Statement of Work (the "SOW") Columbus County Health Department ("Client"), engages The Medicus Firm, Inc. ("Firm"), to provide Recruiting Services as specified below in accordance with the terms of the Agreement dated

I. PURPOSE:

The Medicus Firm shall provide recruiting services for this SOW under the affiliated Agreement. All terms not otherwise defined in this SOW will have the meanings assigned to them in the Agreement.

II. DESIGNATED SEARCHES:

For purposes of this SOW, a Designated Search is defined as any search set forth below in the Fee Schedule. Client may add Designated Searches in the future via signed SOW provided by Firm, or an email to Firm stating Designated Search specialty, location, and acceptance of Fee Schedule per new search and/or project. Pricing varies based on scope of each search/project.

III. FEE SCHEDULE:

Specialty	# of Searches	Search Initiation Fee	Submittal Fee (Deducted from Completion Fee)	Completion Fee
Dentist	1	\$12000	\$3000	\$16000

**Pricing is on a per search model and Fees for each Designated Search are locked in at the Initiaiton of each Search.

**Professional Fees are due upon receipt.

**Submittal Fees are due upon submittal of first qualified candidate for each Designated Search. A qualified candidate is defined by a candidate who fits the approved candidate specifications and accepted by Client.

**In the event a Submittal Fee is unbilled, it will be billed with the Completion Fee.

** Firm agrees to replace any candidate from a Completed Search in the event that the candidate does not report for work or leaves the practice within 4 months (120) days of such candidate’s start date. The request to reactivate the search must be made in writing to Firm within 30 days and must be for the same specialty and location as the initial Designated Search. This clause is only valid if the material terms of the originally executed client-provider agreement provided to Firm pursuant to Section II(A) have not been changed, the job responsibilities of the placed/candidate provider have not materially changed, and all invoices and fees are paid to the Firm in accordance with the terms of this Agreement.

ARTICLE III STATEMENT OF WORK

IV. GENERAL TERMS AND CONDITIONS:

Each person signing this SOW warrants and represents that they have full authority to enter into this SOW, and that all warranties and representations in this SOW are true and correct. The parties agree that if any section or provision of this Addendum is held invalid for any reason, the terms and conditions of the Agreement remain in full force and effect.

Columbus County Health Department

THE MEDICUS FIRM

By:

By:

Name: Name: Lauren Day
 Title: Title: Director of BD
 Date: Date:

COLUMBUS COUNTY TERMS

A. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

B. Non-Appropriation

All funds for payment by Agency under this Agreement are subject to the availability of any annual appropriation for this purpose by the

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

C. E-Verify. Parties are aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes.

Agenda Item #10: ADMINISTRATION – APPROVAL of the RESOLUTION to CANCEL the JULY 1ST, 2024 REGULAR SESSION MEETING:

County Manager Eddie Madden requested approval of the resolution to cancel the July 1st, 2024, regular session meeting, unless needed.

MOTION:

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

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 28th day of June 2024, 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 July, 1st, 2024, 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 July 1st, 2024 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 July 15th, 2024.

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 28th day of June, 2024.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Agenda Item #11: ADMINISTRATION – APPROVAL of the ANNUAL WORKERS COMPENSATION and LIABILITY & PROPERTY POOLS INSURANCE for FY 24/25:

Assistant County Manager Nick West requested approval of the annual Workers Compensation in the amount of \$329,039 and Liability and Property Pools insurance in the amount of \$963,575. This is budgeted for FY 24/25.

MOTION:

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

****THE FULL CONTRACT FOR THE INSURANCE IS HOUSED IN THE CLERK'S OFFICE****

Agenda Item #12: FINANCE – APPROVAL of END of FISCAL YEAR 23-24 BUDGET AMENDMENTS:

Finance Director Lacie Jacobs is requesting approval of the following end of Fiscal Year 23/24 budget amendments:

- a. EOY – Fund 10
- b. EOY – Special Appropriations (Fire & Rescue Audits)
- c. EOY – GASB 87 (Leases)
- d. EOY – Water District V (Fund 64)
- e. EOY – Fund 10 (NC 911 Funds)
- f. EOY – NC 911 Funds (Fund 44)
- g. EOY – Housing Authority (Fun 50)
- h. EOY – Fire Districts Tax (Fund 28)
- i. EOY – Municipal Taxes (Fund 27)
- j. EOY – Rescue Tax (Fund 28)

MOTION:

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

Columbus County, North Carolina

BUDGET AMENDMENT

FY 23/24

Name of Department: FINANCE/END OF YEAR AMENDMENTS

Agency Head Signature: _____

Date Prepare / Submitted to Admin: June 26, 2024 Date Received in Admin: _____

Budget Code			EXPENDITURES	Requested	
Fund	Dept	Category	Classification	Increase or (Decrease)	
10	4320	512100	SALARIES & WAGES REGULAR	\$78,600	DETENTION
10	4320	519907	SPECIAL FEE - JUVENILE DETENTION	\$84,507	DETENTION
10	5302	519919	FOSTER CARE - STATE	\$294,000	DSS
10	4250	810000	LEASE - VEHICLES	\$13,700	CENTRAL GARAGE
10	4265	550000	CAPITAL OUTLAY	(\$700,000)	FACILITY SERVICES
10	4330	519001	CONTRACTED SERVICES	\$568,000	EMS
10	4330	512200	SALARIES AND WAGES - OVERTIME	\$15,000	EMS
10	4911	512100	SALARIES & WAGES REGULAR	(\$2,770)	INSPECTIONS
10	4911	512107	SALARIES & WAGES - COLA	(\$14,654)	INSPECTIONS
10	9800	598024	ARTICLE 44 SALES & USE TAX ALLOCATED TO EDC	\$49,500	EDC
10	5900	559065	ARTICLE 44 SALES & USE TAX - CITY SCHOOLS	\$44,335	WCS
10	4130	519102	PROFESSIONAL SERVICES - CPA	\$100,000	FINANCE
10	4920	519003	OTHER PROFESSIONAL SERVICES	(\$21,500)	EDC
10	4950	512107	SALARIES & WAGES - COLA	(\$5,728)	COOP EXT
10	4950	518100	FICA	(\$5)	COOP EXT
10	4950	518910	CHRISTMAS BONUS	(\$60)	COOP EXT
10	4960	549840	BEAVER BOUNTY PROGRAM	(\$2,092)	SOIL & WATER
10	9600	560048	MISC APPROPRIATIONS	\$1,000	TC (4TH)
10	5900	549995	ABC PROFIT DISTRIBUTIONS - CCS	\$92,250	EDUCATION
10	5900	549996	ABC PROFIT DISTRIBUTIONS - WCS	\$30,750	EDUCATION
Total Net Expense				\$624,833	

Budget Code			REVENUES	Requested	
Fund	Dept	Category	Classification	Increase or (Decrease)	
10	3100	411100	CURRENT YEAR TAXES	(\$2,904,717)	PROP TAX
10	3100	440195	LEGAL FEES - TAX COLLECTION	(\$114,000)	PROP TAX
10	3160	430120	COURT FACILITIES FEES	(\$20,000)	COURT FEES
10	3260	431000	PRIVILEGE LICENSE	(\$515)	PROP TAX
10	3414	440150	COLLECTION FEE WHITEVILLE	(\$617)	PROP TAX BILLING
10	3431	430119	ARREST FEES	(\$22,200)	SHERIFF
10	3431	440035	GRANTS	(\$20,373)	SHERIFF
10	3431	440083	SHERIFF PATROL FEES	(\$94,050)	SHERIFF
10	3431	440085	CONCEALED WEAPON FEES	(\$15,600)	SHERIFF
10	3431	440165	MISDEMEANANT CONFINEMENT	(\$270,000)	SHERIFF
10	3432	430122	JAIL FEES - CSC & RALEIGH	(\$16,600)	DETENTION
10	3432	489000	MISCELLANEOUS REVENUE - JAIL	(\$1,614)	DETENTION
10	3432	489064	FEDERAL INMATE HOLDINGS	(\$320,400)	DETENTION
10	3530	430065	93 558 WORK FIRST BLOCK GRANT	\$213,860	DSS
10	3530	430066	93 563 IV-D STATE	\$111,970	DSS
10	3530	430067	93 568 ENERGY ADMIN STATE	\$20,000	DSS
10	3530	430068	93 568 CRISIS INTERVENTION STATE	(\$277,669)	DSS
10	3530	430069	93 596 CHILD CARE DEV-ADMIN ST	(\$183,500)	DSS

Columbus County, North Carolina

10	3530	430071	93 658 IV-E ADMIN ST	(\$648,500)	DSS
10	3530	430072	93 667 SOC SERV BLOCK GR ST	(\$119,500)	DSS
10	3530	430078	NON IVE ADOPT FOSTER CARE ST	(\$323,500)	DSS
10	3530	430074	93 767 NC HEALTH CHOICE	\$70,800	DSS
10	3530	430082	MEDICAID TRANSPORTATION ST	(\$176,679)	DSS
10	3433	436020	GRANT	(\$107,637)	EMS
10	3611	430115	NC CULTURAL RES - ST AID LIBRARY	\$13,540	LIBRARY
10	3839	440020	ABC PROFIT DISTRIBUTIONS	\$123,000	MISC REV/EDUCATION
10	3839	449100	INVESTMENT EARNINGS	\$150,000	MISC REV
10	3991	499101	FUND BALANCE APPROPRIATED	\$5,559,334	
Total Net Revenue				\$624,833	

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

Signature _____ Date _____

Explanation of Increase or Decrease:
END OF YEAR BUDGET RECONCILIATION FOR FUND 10.

BUDGET AMENDMENT

FY 23/24

Name of Department: FINANCE/SPECIAL APPROPRIATIONS/EMS/AUDIT PAYMENTS

Agency Head Signature: _____

Date Prepare / Submitted to Admin: June 26, 2024 Date Received in Admin: _____

Budget Code			EXPENDITURES	Requested	
Fund	Dept	Category	Classification	Increase or (Decrease)	
10	9600	560018	FIRE/RESCUE APPROP	\$65,017	
Total Net Expense				\$65,017	

Budget Code			REVENUES	Requested	
Fund	Dept	Category	Classification	Increase or (Decrease)	
10	3991	499101	FUND BALANCE APPROPRIATED	\$65,017	
Total Net Revenue				\$65,017	

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

Signature _____ Date _____

Explanation of Increase or Decrease:
CALL UP COMMITED - FIRE AND RESCUE FUND BALANCE FOR PAST YEAR'S AUDITS PRESENTED IN THIS FISCAL YEAR

BUDGET AMENDMENT

FY 23/24

Name of Department: FINANCE/GASB 87 LEASE ENTRY

Agency Head Signature: _____

Date Prepare / Submitted to Admin: June 26, 2024 Date Received in Admin: _____

Budget Code			EXPENDITURES	Requested	
Fund	Dept	Category	Classification	Increase or (Decrease)	
10	4310	552000	CAPITAL OUTLAY VEHICLE LEASE - GASB 87	\$630,000	
Total Net Expense				\$630,000	

Budget Code			REVENUES	Requested	
Fund	Dept	Category	Classification	Increase or (Decrease)	
10	3541	449121	OTHER FINANCING SOURCE LEASE FINANCING - GASB 87	\$630,000	
Total Net Revenue				\$630,000	

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

Signature _____ Date _____

Explanation of Increase or Decrease:
BUDGET FOR THE NEW CARS LEASED IN FY 2023-2024. GASB 87 REQUIRED BUDGET ENTRY.

BUDGET AMENDMENT FY 23/24

Name of Department: FINANCE/WATER DISTRICT V

Agency Head Signature: _____

Date Prepare / Submitted to Admin: June 24, 2024 Date Received in Admin: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
64	7115	5112100	SALARIES & WAGES REGULAR	\$49,612
64	7115	518100	FICA	(\$570)
64	7115	518200	RETIREMENT	\$540
64	7115	518300	INSURANCE CONTRIBUTION	\$20
64	7115	525105	GAS	(\$4,000)
64	7115	526000	OFFICE SUPPLIES	(\$2,000)
64	7115	526001	DEPARTMENTAL SUPPLIES	(\$59,000)
64	7115	527100	CONTRACT SEWER PURCHASE	\$178,230
64	7115	531100	TRAVEL	(\$3,857)
64	7115	535110	M&R BLDG/GROUNDS	(\$12,000)
64	7115	535200	MAINT & REPAIR - EQUIPMENT	(\$3,000)
64	7115	539200	UNIFORMS & CLOTHING	(\$2,300)
64	7115	999910	CONTINGENCY	(\$799)
64	7115	598031	TRANSFER TO WATER DIST II	\$140,000
Total Net Expense				\$280,876

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
64	3716	418101	PENALTIES	\$15,955
64	3716	451000	WATER SALES	\$33,560
64	3716	451010	SEWER TAP ON FEES	\$99,832
64	3716	452002	WATER TAP ON FEES	\$23,707
64	3716	452001	CUTOFFS/RECONNECT FEES	\$6,700
64	3716	489000	MISCELOLANEOUS REVENUE	\$1,122
64	3716	499100	RETAINED EARNINGS APPROP	\$100,000
Total Net Expense				\$280,876

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

Signature _____ Date _____

Explanation of Increase or Decrease:
ADJUST REVENUES AND EXPENSES FOR WATER DISTRICT V FUND AS NEEDED

BUDGET AMENDMENT FY 23/24

Name of Department: FINANCE/NC 911 BOARD

Agency Head Signature: _____

Date Prepare / Submitted to Admin: June 26, 2024 Date Received in Admin: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
10	9800	598044	TRANSFER TO NC 911 PROJECT ACCT	\$147,629
Total Net Expense				\$147,629

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
10	3991	499101	FUND BALANCE APPROPRIATED	\$147,629
Total Net Expense				\$147,629

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

Signature _____ Date _____

Explanation of Increase or Decrease:
TRANSFERRING FUNDS FROM GENERAL FUND TO THE NC 911 BOARD FUND. THIS AMOUNT IS THE DIFFERENCE REPORTED IN THE YEARLY REPORTS AND THE AUDIT FINANCIAL STATEMENTS FROM 2015-2021. THIS AMOUNT COMES FROM THE VIPER RADIO AND BACKUP 911 PROJECTS. THIS AMOUNT IS REQUIRED BY THE 911 BOARD.

BUDGET AMENDMENT FY 23/24

Name of Department: FINANCE/NC 911 BOARD

Agency Head Signature: _____

Date Prepare / Submitted to Admin: June 26, 2024 Date Received in Admin: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
Total Net Expense				\$0

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
44	3425	499101	FUND BALANCE APPROPRIATED	(\$147,629)
44	3425	498001	TRANSFER FROM GENERAL FUND	\$147,629
Total Net Expense				\$0

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

Signature _____ Date _____

Explanation of Increase or Decrease:
TRANSFERRING FUNDS FROM GENERAL FUND TO THE NC 911 BOARD FUND. THIS AMOUNT IS THE DIFFERENCE REPORTED IN THE YEARLY REPORTS AND THE AUDIT FINANCIAL STATEMENTS FROM 2015-2021. THIS AMOUNT COMES FROM THE VIPER RADIO AND BACKUP 911 PROJECTS. THIS AMOUNT IS REQUIRED BY THE 911 BOARD.

BUDGET AMENDMENT FY 23/24

Name of Department: FINANCE/HUD

Agency Head Signature: _____

Date Prepare / Submitted to Admin: June 24, 2024 Date Received in Admin: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
50	4970	549971	HOUSING ASSISTANCE PAYMENTS	\$371,694
50	4970	549972	HAP-PORTABLES	\$8,005
50	4970	512900	ADMIN EXP- PORTABLE	\$186
Total Net Expense				\$379,885

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
50	3497	489041	ANNUAL CONTR EARNED	\$369,548
50	3497	489052	FRAUD RECOVERY - ADMINISTRATION	\$1,806
50	3497	489053	FRAUD RECOVERY - HAP	\$1,806
50	3497	489105	ANNUAL ADMIN FEE EARNED	\$67,174
50	3497	491000	INVESTMENT EARNINGS	(\$40)
50	3497	499101	FUND BALANCE APPROPRIATED	(\$60,409)
Total Net Expense				\$379,885

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

Signature _____ Date _____

Explanation of Increase or Decrease:
ADJUST REVENUES AND EXPENSES FOR THE HOUSING FUND DUE TO AN INCREASE IN SECTION 8 RENTS

BUDGET AMENDMENT

FY 23/24

Name of Department: **FINANCE/FIRE DISTRICTS**

Agency Head Signature: _____

Date Prepare / Submitted to Admin: **June 24, 2024** Date Received in Admin: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
28	4349	569900	BUCKHEAD FIRE DISTRICT	\$6,655
28	4348	569900	BOLTON FIRE DISTRICT	\$13,230
28	4340	569900	YAM CITY FIRE DISTRICT	\$41,650
28	4341	569900	ACME DLECO FIRE DISTRICT	\$115,400
28	4342	569900	KLONDYKE FIRE DISTRICT	\$15,525
28	4333	569900	EVERGREEN FIRE DISTRICT	\$18,150
28	4334	569900	ST JAMES FIRE DISTRICT	\$6,620
28	4335	569900	NORTH WHITEVILLE FIRE DISTRICT	\$48,200
28	4343	569900	COLES SERVICE FIRE DISTRICT	\$29,400
28	4344	569900	CERRO GORDO FIRE DISTRICT	\$28,275
28	4345	569900	WILLIAMS TOWNSHIP FIRE DISTRICT	\$28,940
28	4347	569900	BRUNSWICK FIRE DISTRICT	\$46,625
28	4346	569900	WHITE MARSH-WELCH CREEK FIRE DISTRICT	\$14,590
28	4336	569900	NAKINA FIRE DISTRICT	\$31,075
28	4337	569900	OLD DOCK FIRE DISTRICT	\$21,550
28	4338	569900	HALLSBORO FIRE DISTRICT	\$21,500
28	4339	569900	ROSELAND FIRE DISTRICT	\$26,850
28	4353	569900	EAST COLUMBUS FIRE DISTRICT	(\$70)
Total Net Expense				\$514,165

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
28	3434	310090	SPECIAL FIRE TAX - BUCKHEAD	\$6,900
28	3434	416100	TAX REFUNDS - BUCKHEAD	(\$10)
28	3434	416103	TAX RELEASES - BUCKHEAD	(\$35)
28	3434	416300	STATE FEE - BUCKHEAD	(\$200)
28	3434	310095	SPECIAL FIRE TAX - BOLTON	\$13,600
28	3434	416104	TAX RELEASES - BOLTON	(\$70)
28	3434	416301	STATE FEE - BOLTON	(\$300)
28	3434	411011	SPECIAL FIRE TAX - YAM CITY	\$43,000
28	3434	416118	TAX REFUNDS - YAM CITY	(\$75)
28	3434	416119	TAX RELEASES - YAM CITY	(\$275)
28	3434	416318	STATE FEE - YAM CITY FIRE	(\$1,000)
28	3434	411012	SPECIAL FIR TAX - ACME-DELCO	\$118,000
28	3434	416121	TAX RELEASES - ACME-DELCO	(\$600)
28	3434	416320	STATE FEE - ACME DELCO FIRE	(\$2,000)
28	3434	411013	SPECIAL FIRE TAX - KLONDYKE	\$23,000
28	3434	416122	TAX REFUNDS - KLONDYKE	(\$25)
28	3434	416123	TAX RELEASES - KLONDYKE	(\$6,600)
28	3434	416322	STATE FEE - KLONDYKE FIRE	(\$850)
28	3434	411014	SPECIAL FIRE TAX - EVERGREEN	\$18,700
28	3434	416324	STATE FEE - EVERGREEN	(\$550)
28	3434	411015	SPECIAL FIRE TAXES - ST JAMES	\$6,800
28	3434	416326	STATE FEE - SAINT JAMES FIRE	(\$180)
28	3434	411016	SPECIAL FIRE TAX - N WHITEVILLE	\$49,500
28	3434	416128	TAX REFUNDS - N WHITEVILLE	(\$150)
28	3434	416330	STATE FEE - NORTH WHITEVILLE FIRE	(\$1,150)

28	3434	411017	SPECIAL FIRE TAX - COLES	\$30,000
28	3434	416330	STATE FEE - COLES SERVICE DISTRICT	(\$600)
28	3434	411018	SPECIAL FIRE TAX - CERRO GORDO	\$29,000
28	3434	416132	TAX REFUNDS - CERRO GORDO	(\$75)
28	3434	416332	STATE FEE - CERRO GORDO FIRE	(\$850)
28	3434	411019	SPECIAL FIRE TAX - WILLIAMS	\$30,000
28	3434	416134	TAX REFUNDS - WILLIAMS	(\$45)
28	3434	416135	TAX RELEASES - WILLIAMS	(\$115)
28	3434	416334	STATE FEE - WILLIAMS TOWNSHIP FIRE	(\$900)
28	3434	411104	SPECIAL FIRE TAX - BRUNSWICK	\$48,000
28	3434	416102	TAX REFUNDS - BRUNSWICK	(\$125)
28	3434	416302	STATE FEE - BRUNSWICK	(\$1,250)
28	3434	411106	SPECIAL FIRE TAX - WHITE MARSH	\$15,000
28	3434	416108	TAX REFUNDS - WHITE MARSH	(\$60)
28	3434	416308	STATE FEE - WHITE MARSH	(\$350)
28	3434	411107	SPECIAL FIRE TAX - NAKINA	\$32,000
28	3434	416110	TAX RELEASES - NAKINA	(\$175)
28	3434	416311	STATE FEE - NAKINA FIRE	(\$750)
28	3434	411108	SPECIAL FIRE TAX - OLD DOCK	\$22,000
28	3434	416312	STATE FEE - OLD DOCK	(\$450)
28	3434	411109	SPECIAL FIRE TAX - HALLSBORO	\$22,000
28	3434	416314	STATE FEE - HALLSBORO FIRE	(\$500)
28	3434	411110	SPECIAL FIRE TAX - ROSELAND	\$27,500
28	3434	416316	STATE FEE - ROSELAND FIRE	(\$650)
28	3434	416338	STATE FEE - E COLUMBUS	(\$70)
Total				\$514,165

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

Signature: _____ Date: _____

Explanation of Increase or Decrease:
 INCREASE BUDGET FOR FIRE DISTRICTS PROPERTY TAX THAT IS A PASS THROUGH TO THE DISTRICTS DUE TO AN INCREASE IN MONIES RECEIVED IN THE FISCAL YEAR

BUDGET AMENDMENT

FY 23/24

Name of Department: **FINANCE/MUNICIPAL TAX COLLECTIONS**

Agency Head Signature: _____

Date Prepare / Submitted to Admin: **June 20, 2024** Date Received in Admin: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
27	5403	569900	BRUNSWICK	\$30,050
27	5402	569900	BOLTON	\$33,790
27	5400	569900	RWOOD SANITARY DISTRICT	\$26,205
27	5410	569900	SANDY FIELD	\$30,770
27	5401	569900	DRAINAGE/DUNN SWAMP	\$6,000
27	5404	569900	CERRO GORDO	\$10,345
27	5405	569900	CHADBOURN	\$81,300
27	5406	569900	FAIR BLUFF	\$54,370
27	5407	569900	LAKE WACCAMAW	\$129,100
27	5408	569900	TABOR CITY	\$130,800
27	5409	569900	WHITEVILLE	\$306,700
27	5409	569901	WHITEVILLE - STORM WATER DRAINAGE	\$333,700
27	5409	569902	WHITEVILLE - DOWNTOWN	\$22,445
Total Net Expense				\$1,195,565

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
27	3441	411037	BRUNSWICK	\$31,000
27	3441	416152	RELEASES - BRUNSWICK	(\$310)
27	3441	416237	TAX REFUNDS - BRUNSWICK	(\$250)
27	3441	416337	STATE FEE - TOWN OF BRUNSWICK	(\$1,100)
27	3441	418120	INTEREST - BRUNSWICK	\$700
27	3441	411038	BOLTON	\$33,500
27	3441	416153	RELEASES - BOLTON	(\$370)
27	3441	416238	TAX REFUNDS - BOLTON	(\$30)
27	3441	416338	STATE FEE - TOWN OF BOLTON	(\$710)
27	3441	418121	INTEREST - BOLTON	\$1,400
27	3441	411040	RWOOD SANITARY DISTRICT	\$26,500
27	3441	416150	RELEASES - RWOOD SANITARY DIST	(\$15)
27	3441	416240	TAX REFUNDS - RWOOD SANITARY DIST	\$120
27	3441	416340	STATE FEE - RIEGELWOOD SANITARY DIST	(\$400)
27	3441	411041	SANDY FIELD	\$30,500
27	3441	416161	RELEASES - SANDY FIELD	(\$400)
27	3441	416241	TAX REFUNDS - SANDY FIELD	\$70
27	3441	416341	STATE FEE - TOWN OF SANDY FIELD	(\$450)
27	3441	418129	INTEREST - SANDY FIELD	\$1,050
27	3441	411042	DRAINAGE/DUNN SWAMP	\$6,000
27	3441	411043	CERRO GORDO	\$10,500
27	3441	416154	RELEASES - CERRO GORDO	(\$175)
27	3441	416343	STATE FEE - TOWN OF CERRO GORDO	(\$150)
27	3441	418122	INTEREST - CERRO GORDO	\$170
27	3441	411044	CHADBOURN	\$88,000
27	3441	416155	RELEASES - CHADBOURN	(\$9,600)
27	3441	416344	STATE FEE - TOWN OF CHADBOURN	(\$2,200)
27	3441	418123	INTEREST - CHADBOURN	\$5,100
27	3441	411045	FAIR BLUFF	\$57,000
27	3441	416156	RELEASES - FAIR BLUFF	(\$5,600)

27	3441	416245	TAX REFUNDS - FAIR BLUFF	(\$130)
27	3441	416345	STATE FEE - TOWN OF FAIR BLUFF	(\$1,100)
27	3441	418124	INTEREST - FAIR BLUFF	\$4,200
27	3441	411046	LAKE WACCAMAW	\$130,000
27	3441	416157	RELEASES - LAKE WACCAMAW	(\$1,600)
27	3441	416346	STATE FEE - TOWN OF LAKE WACCAMAW	(\$1,500)
27	3441	418125	INTEREST - LAKE WACCAMAW	\$2,200
27	3441	411047	TABOR CITY	\$135,000
27	3441	416158	RELEASES - TABOR CITY	(\$6,200)
27	3441	416247	TAX REFUNDS - TABOR CITY	\$500
27	3441	416347	STATE FEE - TOWN OF TABOR CITY	(\$4,000)
27	3441	418126	INTEREST - TABOR CITY	\$5,500
27	3441	416162	RELEASES - BOARDMAN	(\$35)
27	3441	416349	STATE FEE - BOARDMAN	(\$8)
27	3441	418130	INTEREST - BOARDMAN	\$43
27	3441	411048	WHITEVILLE	\$315,000
27	3441	416159	RELEASES - WHITEVILLE	(\$15,000)
27	3441	416348	STATE FEE - CITY OF WHITEVILLE	(\$8,300)
27	3441	418127	INTEREST - WHITEVILLE	\$15,000
27	3441	411050	WHITEVILLE - STORM WATER DRAINAGE	\$335,000
27	3441	416160	RELEASES - WHITEVILLE STORM WATER	(\$1,300)
27	3441	411051	WHITEVILLE DOWNTOWN	\$21,000
27	3441	416163	RELEASES - WHITEVILLE DOWNTOWN	(\$55)
27	3441	418131	INTEREST - WHITEVILLE DOWNTOWN	\$1,500
Total				\$1,195,565

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

Signature: _____ Date: _____

Explanation of Increase or Decrease:
 INCREASE BUDGET FOR MUNICIPAL PROPERTY TAX THAT IS A PASS THROUGH TO THE DISTRICTS DUE TO AN INCREASE IN MONIES RECEIVED IN THE FISCAL YEAR

BUDGET AMENDMENT FY 23/24

Name of Department:

Agency Head Signature:

Date Prepare / Submitted to Admin: Date Received in Admin:

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
26	4370	566905	CERRO GORDO RESCUE	\$11,000
26	4370	569900	WHITEVILLE RESCUE	\$35,000
26	4370	569902	TOWN OF LAKE WACCAMAW EMS	\$77,371
26	4370	569903	ACME DELCO REIGELWOOD RESCUE	\$11,000
26	4370	569904	BUCKHEAD RESCUE	\$11,000
26	4370	529905	CHADBOURN RESCUE	\$11,000
26	4370	569906	FAIR BLUFF RESCUE	\$11,000
26	4370	569907	LAKE WACCAMAW RESCUE	(\$66,371)
26	4370	569908	NAKINA RESCUE	\$11,000
26	4370	569909	TABOR CITY RESCUE	\$11,000
Total Net Expense				\$123,000

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
26	3434	411104	SPECIAL DISTRICT TAX - WHITEVILLE	\$38,180
26	3434	416101	TAX REFUNDS - WHITEVILLE	(\$80)
26	3434	416301	STATE FEE - WHITEVILLE RESCUE	(\$1,100)
26	3436	416107	RELEASES - WHITEVILLE	(\$2,000)
26	3436	416100	TAX REFUNDS - COLUMBUS COUNTY	(\$100)
26	3436	416103	RELEASES - COLUMBUS COUNTY	(\$320)
26	3436	416300	STATE FEE - COLUMBUS RESCUE	(\$2,700)
26	3436	432308	COUNTY RESCUE TAX .02 CENTS	\$91,120
				\$123,000

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

Signature: Date:

Explanation of Increase or Decrease:
 INCREASE BUDGET FOR AMBULANCE AND RESCUE UNITS PROPERTY TAX THAT IS A PASS THROUGH TO THE DISTRICTS DUE TO AN INCREASE IN MONIES RECEIVED IN THE FISCAL YEAR

Agenda Item #13: WATER and SEWER DISTRICTS I, II, III, IV, and V – APPROVAL of the SECOND READING of the AMENDED CUSTOMER SERVICE POLICY to INCLUDE CREDIT CARD PROCESSING FEES:

Public Utilities Director Harold Nobles requested approval of the second reading regarding the combined water districts Customer Service Policy amendment to include a flat rate of \$3.95 that will be charged per debit/credit card transaction to the customer for water bills that are below \$80. A total of 3.95% will be charged per debit/credit card transaction to the customer for water bills that are above \$80.00.

MOTION:

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

**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.

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

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

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

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

B. ACCOUNT BILLING

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

1. UTILITY PAYMENT SCHEDULE REVISED

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

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

Columbus County is making these changes to better serve its customers and to make the late fee/utility cut-off policies and procedures more clear. If anyone has any questions about this matter, please call the 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). Columbus County will pass along to the customer all merchant fees associated with processing debit/credit card payments. A flat rate of \$3.95 will be charged per debit/credit card transaction to the customer for water bills that are below \$80. A total of 3.95% will be charged per debit/credit card transaction to the customer for water bills that are above \$80.00.

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

RELEASES OF UNCOLLECTED UTILITY BILLS:

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

D. ADJUSTMENTS:

1. DEFINITIONS

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

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

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

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

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

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

e. If the customer receives an excessive water bill and the cause is a defect in a water meter, the water bill shall be the average for the previous twelve (12) months. Defects will be confirmed by staff with the Public Utilities Department.

2. LEAKS ON CUSTOMER'S SIDE OF METER:

In the event that a leak occurred on the customer's side of the meter, customer is to make the repair(s) within (15) fifteen days of the leak. Customer shall obtain a Leak Repair Statement (obtained from the 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 21th day of August, 2023.

Ricky Bullard, Chairman

Amanda B. Prince, Attorney

Agenda Item #14: WATER and SEWER DISTRICTS I, II, III, IV, and V – APPROVAL for HAROLD NOBLES to SIGN STATE and FEDERAL PAPERWORK as an AUTHORIZED REPRESENTATIVE:

Public Utilities Director Harold Nobles requested approval to sign state and federal paperwork as an authorized representative of all water districts.

MOTION:

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

Agenda Item #15: ADJOURNMENT:

MOTION:

At 10:07 A.M., Commissioner Smith made a motion to adjourn; seconded by Commissioner Floyd The motion unanimously passed.

JANA NEALEY, Clerk to the Board

RICKY BULLARD, Chairman