

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Tuesday, January 2, 2024

5:00 P.M. – Closed Session

6:30 P.M. – Regular Session

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

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**
Jana Nealey, **Clerk to the Board**

APPOINTEES ABSENT:

Amanda B. Prince, **Attorney**

Agenda Item #1: MEETING CALLED to ORDER:

At 5:00 P.M. Chairman Ricky Bullard called the regular session meeting to order.

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

MOTION:

Vice Chairman Byrd made a motion to recess regular session and enter into closed session, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item #1: CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE and N.C.G.S. § 143-318.11(A)(4) ECONOMIC DEVELOPMENT

RECESS CLOSED SESSION and enter into REGULAR SESSION

MOTION:

Vice Chairman Byrd made a motion to recess closed session and enter into regular session, seconded by Commissioner Floyd. The motion unanimously passed.

GENERAL ACCOUNT:

County Manager Eddie Madden gave the general account as follows:

The board discussed (1) matter of pending litigation, (1) matter of possible future litigation, and (1) matter regarding Economic Development.

MOTION:

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

Chairman Bullard recessed regular session until 6:30 P.M.

Regular Session resumes at 6:30 P.M.

Agenda Items #2 and #3: INVOCATION and PLEDGE of ALLEGIANCE:

The invocation was delivered by Pastor Dave Heller. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Vice Chairman Giles E. Byrd.

PUBLIC HEARINGS:

At 6:35 P.M., Chairman Bullard opened the floor for the following public hearings:

Public Hearing - 6:30 PM - Water and Sewer District V System Development Fees.

MOTION:

Commissioner Smith made a motion to close the public hearing, seconded by Commissioner Floyd. The motion unanimously passed.

Public Hearing - 6:30 PM or as soon as can be heard - Economic Development Incentive Grant for Project Access.

MOTION:

Commissioner Coleman made a motion to close the public hearing, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item# 4: APPROVAL OF AGENDA:

MOTION:

Commissioner Byrd made a motion to approve the Agenda with discussed Add-ons 7a Naming of the Fitness Park, 13a Approval of the Hallsboro Fire Department Contract, and Dis. III JCPC Appointment, seconded by Commissioner Featherson. The motion unanimously passed.

Agenda Item #5: BOARD MINUTES APPROVAL:

a. December 4th, 2023

MOTION:

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

Agenda Item #6: PUBLIC INPUT:

Agenda Item #7: ADMINISTRATION – EMPLOYEE of the YEAR PLAQUE:

County Manager Eddie Madden will recognize Audrey Shelley as the Employee of the Year

Agenda Item #8: ADMINISTRATION – REQUEST from WHITEVILLE CITY MANAGER DAREN CURRIE regarding 127 WEST COLUMBUS STREET:

Whiteville City Manager Darren Currie requested approval for assistance when available from Facility Services for the interior demolition and clean-up of the 127 West Columbus Street property.

MOTION:

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

December 20, 2023

Mr. Eddie Madden, Manager
County of Columbus
127 W. Webster Street
Whiteville, NC 28472

Eddie,

First, on behalf of the City of Whiteville, I want to thank you along with your staff and the Board of Commissioners for the assistance and grant to purchase the building located at 127 Columbus Street. The purchase of this building to house Provalus is a game changer for the City of Whiteville and Columbus County.

I do have a request if possible. To save money on the project, could your staff help the City in the demolition of any walls, removal of flooring and overall cleanup of the property? The City will send some of our staff to aid in the demolition as well, however, the City's staff has little building experience. If this is approved, once plans are available, the City will coordinate with your staff to set days of work etc. Hopefully, we can save enough money to get the remodel completed without applying for additional grant dollars.

Thank you once again for your help in this project and I look forward to speaking with you further.

Sincerely,



Darren L. Currie
City Manager

APPROVED
Columbus County Board
of Commissioners *on 1-2-2024*

Jana Nealey, Clerk to the Board



Agenda Item #9: AIRPORT – APPROVAL of the NOTIFICATION of FUNDING ALLOCATION between NCDOT and COLUMBUS COUNTY for AIRPORT IMPROVEMENTS:

Airport Director Phil Edwards is requested approval of the \$11.75 Million Dollars of Direct Grant funds from the NCDOT Transport Reserve Funds for Airport Improvements.

MOTION:

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



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

12/16/2023

Mr. Eddie Madden, County Manager
Columbus County
127 West Webster Street
Whiteville, NC 28472

**RE: NOTIFICATION OF FUNDING ALLOCATION
Session Law 2023-134 Transportation Reserve Fund**

Dear Mr. Madden:

On behalf of the State of North Carolina, the Department of Transportation, and Transportation Secretary J.R. "Joey" Hopkins, this notification serves as official verification that State funds have been allocated for **Columbus County Municipal Airport**. Pursuant to the authorizing legislation, the Department of Transportation provides the funding outlined below for the purposes of Airport Improvements. The Airport Sponsor hereby represents and warrants that all funds shall be utilized exclusively for the purposes listed in the authorizing legislation and in compliance with all other applicable laws, rules, regulations, and requirements.

Any disbursement of funds described or contemplated herein is subject to appropriation by the North Carolina General Assembly and appropriate approval or authorization from the Office of State Budget and Management and the Department of Transportation.

The funding allocation is noted below:

Award ID	Purpose	Transportation Reserve Funds
36244.18.10.1	Airport Improvements	\$11,750,000

The Department of Transportation shall not allocate funds prior to receiving the following documentation:

- a. NCDOT Aviation (AV-109 Proposed Directed Funding Projects Form)
- b. Policy addressing conflicts of interest (G.S. 143c-6-23b)
- c. Sworn statement of no overdue tax debts

Once the required documentation has been uploaded in EBS, the Department shall make a determination whether the intended use of the funds matches the purposes of the program. All funds unencumbered and/or unexpended will expire on October 3, 2025, with the option to extend, if mutually agreed upon, through a written modification.

Expenditures, pursuant to Session Law 2023-134 Section 5.3 *Directed Grants to Non-State Entities*, must comply with the intent and guidance found in the Session Law and ensure compliance with related state statutes and financial management standards.

The Department of Transportation shall disburse funds to a compliant airport for the approved funding. Once the required documentation has been uploaded in EBS, the Department shall disburse the grant funds in two payments of the total amount by June 30, 2024.

The application for the funding will be delivered through the NCDOT Enterprise Business System (EBS) portal. Please contact your assigned Airport Project Manager, for further guidance. As a reminder, the airport is a federally obligated airport; therefore, any activity as a result of these funds must also be consistent with Federal Aviation Administration requirements.

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system, and we are excited to partner with you on this grant.

Sincerely,

DocuSigned by:
Rebecca Collins
Rebecca Collins, P.E.
Director of Aviation

RJG/ah

- cc: J.R. "Joey" Hopkins, Secretary, NCDOT
- Julie A. White, Deputy Secretary for Multi-Modal Transportation, NCDOT
- Grady Hunt, Board of Transportation Representative
- Phil Edwards, Airport Manager, Columbus County Municipal Airport
- Drew Cox, P.E., Division 6 Engineer, NCDOT
- Tommy Mann, Airport Project Manager, NCDOT

Mailing Address:
14 DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
500 MAIL SERVICE CENTER
ALEIGH, NC 27699-1560

Telephone: 919-814-0550
Fax: 919-840-9267

Location:
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

Website: ncdot.gov/aviation

Agenda Item #10: AIRPORT – APPROVAL of the AIRPORT CONTRACT with the CITY of WHITEVILLE and ENGINEERS for the WATER and SEWER IMPROVEMENTS PROJECT regarding the NEW TERMINAL BUILDING:

Airport Director Phil Edwards is requested approval of the contract with the City of Whiteville and Engineering Services, P.A. and regarding the Columbus County Municipal Airport Water and Sewer Improvements Project total cost in the amount of \$1,000,715 regarding the new terminal building, to be paid from SCIF Grant.

MOTION:

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

****A COPY OF THE FULL AIRPORT CONTRACT IS HOLUSED IN THE CLERKS OFFICE****

City of Whiteville - Construction Estimates for Water and Sewer System Extensions - Columbus Co. Municipal Airport Improvements Project November 27, 2023

Water & Sewer Extensions

Extend 8" Water Main along Airport Road from Prison Camp Road to new Terminal Bldg.				
Item	Quantity	Unit	Unit Price	Totals
1.) 8" C900 PVC Water Main	2,000	LF	\$90.00	\$180,000.00
2.) 8" CL350 DIP Water Main	100	LF	\$100.00	\$10,000.00
3.) Fire Hydrant Assembly	2	EA	\$6,500.00	\$13,000.00
4.) 8" Gate Valve w/Box	2	EA	\$2,000.00	\$4,000.00
5.) 8"x8" Tapping Sleeve and Gate Valve	1	EA	\$6,500.00	\$6,500.00
6.) Meter Assembly and Vault	1	EA	\$25,000.00	\$25,000.00
7.) #57 Stone for Pipe Bedding	150	Tons	\$50.00	\$7,500.00
8.) Asphalt Pavement Replacement	25	SY	\$100.00	\$2,500.00
9.) Sidewalks, driveways, erosion control, etc.	1	LS	10% of Const.	\$24,850.00
10.) Mobilization	1	LS	3% Max.	\$8,201.00
Estimated Subtotal For Construction				\$281,551.00

Duplex Sewer Pump Station at New Terminal Bldg. & Force Main along Airport Rd. to Ex. MFI				
Item	Quantity	Unit	Unit Price	Totals
1.) 4" PVC Force Main	1,900	LF	\$60.00	\$114,000.00
2.) 4" DIP Force Main	100	LF	\$80.00	\$8,000.00
3.) Force Main Flushing Port	1	EA	\$5,000.00	\$5,000.00
4.) 4" Valve w/Box	2	EA	\$1,000.00	\$2,000.00
5.) Core & Connect Force Main to Existing Manhole	1	LS	\$3,000.00	\$3,000.00
6.) Asphalt Pavement Replacement	50	SY	\$100.00	\$5,000.00
7.) Duplex Sewer Pump Station Package (including Generator and Electrical Work)	1	LS	\$270,000.00	\$270,000.00
8.) SCADA Equipment and Installation	1	LS	\$15,000.00	\$15,000.00
9.) Sidewalks, driveways, erosion control, etc.	1	LS	10% of Const.	\$40,700.00
10.) Mobilization	1	LS	3% Max.	\$13,881.00
Estimated Subtotal For Construction				\$476,581.00

Estimated Construction Subtotal	\$758,132.00
Add 10% Construction Contingency	\$75,813.00
Estimated Construction Total	\$833,945.00
Professional Fees for Water Project	\$15,000.00
Surveying Fees	\$10,000.00
Bidding Assistance	\$66,720.00
Engineering Design Fees (8% of Const.)	\$39,610.00
Construction Observation (4.75% of Construction)	\$35,440.00
Construction Administration Fees (4.25% of Const.)	\$35,440.00
TOTAL PROJECT COST ESTIMATE	\$1,000,715.00

Agenda Item #11: AIRPORT – APPROVAL of the LOWEST QUALIFIED BID for the NEW TERMINAL BUILDING:

Airport Director Phil Edwards is requesting approval of the Lowest Qualified bid for the New Terminal Building paid by the SCIF Grant.

MOTION:

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

Airport; Columbus County Municipal Airport
 Project Name: New Terminal Building
 TBI No. 2206-2203
 Bid Date: Tuesday, December 5, 2023

This Tabulation was prepared by Talbert & Bright, Inc. and is correct to the best of our knowledge, information, and belief.

By: 

Date: 12/11/23

Base Bid					Thomas Construction Group 1022 Ashes Drive, Suite 200 Wilmington, NC 28405 License 57620		KMD Construction, LLC 1001 Old W Innes Street Salisbury, NC 28144 License #49998		Calvin Davenport, Inc 3540 Hunter Hill Road Rocky Mount, NC 27804 License #4056	
Item	Spec.	Description	Unit	Quantity	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total
1	PSP	Temporary Terminal Utility Connections	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 27,750.00	\$ 27,750.00	\$ 27,500.00	\$ 27,500.00
2	24116	Existing Terminal Building Demolition	LS	1	\$ 8,300.00	\$ 8,300.00	\$ 16,650.00	\$ 16,650.00	\$ 27,500.00	\$ 27,500.00
3	C-102	Temporary Seeding and Mulching	ACRE	3	\$ 1,750.00	\$ 5,250.00	\$ 1,942.50	\$ 5,827.50	\$ 1,925.00	\$ 5,775.00
4	C-102	Temporary Silt Fence	LF	800	\$ 5.00	\$ 4,000.00	\$ 1.94	\$ 1,552.00	\$ 5.50	\$ 4,400.00
5	C-102	Temporary Inlet Protection	EACH	2	\$ 150.00	\$ 300.00	\$ 444.00	\$ 888.00	\$ 165.00	\$ 330.00
6	C-102	Temporary Silt Sack	EACH	3	\$ 350.00	\$ 1,050.00	\$ 266.40	\$ 799.20	\$ 385.00	\$ 1,155.00
7	C-102	Dewatering Bag	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,222.00	\$ 2,222.00	\$ 2,200.00	\$ 2,200.00
8	C-102	Temporary Rock Pipe Inlet Protection	EACH	1	\$ 150.00	\$ 150.00	\$ 166.50	\$ 166.50	\$ 165.00	\$ 165.00
9	C-102	Permanent Pipe Outlet Protection	EACH	1	\$ 950.00	\$ 950.00	\$ 1,054.50	\$ 1,054.50	\$ 1,045.00	\$ 1,045.00
10	C-105	Mobilization	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 172,272.00	\$ 172,272.00	\$ 152,390.00	\$ 152,390.00
11	TCI	Temporary Construction Items	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 11,100.00	\$ 11,100.00	\$ 47,300.00	\$ 47,300.00
12	P-101	Remove Existing Bituminous Pavement - Full Depth	SY	2,200	\$ 2.55	\$ 5,610.00	\$ 11.10	\$ 24,420.00	\$ 11.00	\$ 24,200.00
13	P-101	Drainage Demolition	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 11,100.00	\$ 11,100.00	\$ 11,000.00	\$ 11,000.00
14	P-101	Sidewalk Removal	SY	250	\$ 4.80	\$ 1,200.00	\$ 19.98	\$ 4,995.00	\$ 19.80	\$ 4,950.00
15	P-101	Sign Removal	Each	3	\$ 65.00	\$ 195.00	\$ 83.25	\$ 249.75	\$ 82.50	\$ 247.50
16	PSP	Utility Coordination and Demolition	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 11,488.50	\$ 11,488.50	\$ 6,600.00	\$ 6,600.00
17	PSP	Tie-Down Removal	EACH	9	\$ 250.00	\$ 2,250.00	\$ 205.35	\$ 1,848.15	\$ 203.50	\$ 1,831.50

****The full Bid-Tab is available in the Clerk's Office****

Agenda Item #12: HEALTH DEPARTMENT – APPROVAL to PURCHASE ENVIRONMENTAL HEALTH SOFTWARE in order to ENSURE PROPER RESTAURANT INSPECTION REPORTING:

Health Department Director Kim Smith requested approval to purchase environmental health software to ensure proper restaurant inspection reporting which is mandated by the state in the amount of \$41,610 for 2 years which will come out of COVID Communicable Disease funds.

MOTION:

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

**Columbus County Health Department
Requisition**

*Complete in detail and forward to Supervisor

Date: 12/07/23	Employee Requesting Expenditure: Kim Smith	Source of Funds: AA 546	Vendor: Custom Data Processing, Inc
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Quantity Needed	Description of Item	Clinic	Item Number	Unit Price	Total Price	Quote #1		Quote #2	
						Vendor	Unit Price	Vendor	Unit Price
	Environmental Health software subscription user license fee total 2 year subscription used for food logging inspections				41,610 ⁰⁰				
	COVID funds used for this purchase								
	currently use state reporting systems that the state is not updating or supporting								
Total Expenditure					41,610 ⁰⁰		0.00		0.0



CDP, Inc.
1408 Joliet Road, Romeoville, Illinois 60446
o 800.888.6035 f 630.783-8841

Quotation For:

Ms. Kim Smith
Columbus County Health Department
304 Jefferson St.
Whiteville, NC 28472
kim.l.smith@columbusco.org


 Health Director Signature Date: 12/07/23
QUOTATION FOR SERVICES

Date: 12.5.2023
Quotation #: CCHD120523
Quotation valid until: 06.30.2024
Prepared by: Mike Peth

Columbus County, NC 12-5-23					
Monthly Subscription/User License Fee *	Volume	One-time	Monthly Fee per	1st 12 months of service	2nd 12 months of service
CDPims	8		\$30	\$2,880	\$2,880
Monthly County Program Fee					
Module Subscription					
CDPims - FLI program Includes public web site for viewing of inspections and weekly updates to BETS.	1		\$400	\$4,800	\$4,800
Complaints/Request for Service.	1		\$0		
Food Borne Illness Module	1		\$0		
Activity Module	1		\$0		
Plan Review	1		\$0		
CDPims A/R module	1		\$0		
Ad Hoc reporting license fee	1		\$25	\$300	\$300
CDPmobile/ims Sync	1		\$350	\$4,200	\$4,200
One-Time (Upfront fee)		One-time			
One staff member, 2 days of training and 1 day of live support for IMS and CDPmobile for FLI program. Inclusive of travel expenses.	1	\$4,000			
Conversion of F&L data from BETS	N/C				
CDPmobile Licenses \$1500 per	6	\$9,000			
QA Module (IMS/Mobile)	1	\$2,000			
Hourly Programming Rates \$130 per hour					
Annual fees			Annual Fee		
CDPmobile Maintenance due on annual anniversary dates	6		\$375		\$2,250
Totals		One-time		1st 12 months of service	2nd 12 months of service
		\$15,000		\$12,180	\$14,430

* Prices reflect systems as-is currently being utilized in NC

Agenda Item #13: EMERGENCY SERVICES – APPROVAL of the AMENDED EMERGENCY ASSISTANCE CONTACT INFORMATION in the STATEWIDE MUTUAL AID AGREEMENT:

Emergency Services Director David Ransom requested approval of the Statewide Mutual Aid Agreement providing authorized representatives to contact for emergency assistance.

MOTION:

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

2023 STATEWIDE MUTUAL AID AGREEMENT

Attachment 1

List of Authorized Representatives to Contact for Emergency Assistance

The Statewide Mutual Aid Agreement signed by _____ on _____ authorizes: _____ to maintain and update the primary and alternative representatives. The primary and alternatives may be updated as needed without the formal re-execution of the Statewide Mutual Aid agreement.

PRIMARY REPRESENTATIVE

NAME: Nick West
TITLE: Emergency Services Director/Assistant County Manager
DAY PHONE: 910-640-6630 ext 231 NIGHT PHONE: 910-640-7547
CELL PHONE: 910-640-7547 FAX:

FIRST ALTERNATE REPRESENTATIVE

NAME: David Ransom
TITLE: Emergency Services, Deputy Director
DAY PHONE: (910) 640-6610 ext 530 NIGHT PHONE: (910) 840-2020
CELL PHONE: (910) 840-2020 FAX:

SECOND ALTERNATE REPRESENTATIVE

NAME: Teresa Smith
TITLE: Emergency Management Specialist
DAY PHONE: (910) 640-6610 ext 534 NIGHT PHONE: (910) 409-9130
CELL PHONE: (910) 317-6244 FAX:



LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR
EMERGENCY ASSISTANCE

FOR THE County of Columbus

MAILING ADDRESS:
127 West Webster Street
Whiteville, NC 28472

DATE: 10/23/2023

PRIMARY REPRESENTATIVE

NAME: David Ransom
TITLE: Emergency Services Director
DAY PHONE: 910-640-6610 ext 530 NIGHT PHONE: 910-840-2020
CELL PHONE: 910-840-2020 FAX:

FIRST ALTERNATE REPRESENTATIVE

NAME: Teresa Smith
TITLE: Emergency Services Deputy Director
DAY PHONE: 910-640-6610 ext 534 NIGHT PHONE: 910-317-6244
CELL PHONE: 910-317-6244 FAX:

SECOND ALTERNATE REPRESENTATIVE

NAME: Shannon Blackman
TITLE: Fire Marshal
DAY PHONE: 910-640-6610 ext 526 NIGHT PHONE: 910-840-1736
CELL PHONE: 910-840-1736 FAX:

Agenda Add-on #13a: EMERGENCY SERVICES – APPROVAL of the HALLSBORO FIRE DEPARTMENT CONTRACT:

Emergency Services Director David Ransom requested approval of the Hallsboro Fire Department contract.

MOTION:

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

CONTRACT BETWEEN
THE COUNTY OF COLUMBUS, NC
AND
HALLSBORO VOLUNTEER FIRE DEPARTMENT

DECEMBER 21, 2023

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Mission and Vision Exhibit

Financial Planning and Budgeting Worksheet

Related North Carolina General Statutes

Public Utilities Hydrant Use Policy

First Responder Services Agreement

Technical Rescue Services Agreement

ARTICLE I CONTRACT

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

THIS CONTRACT, is entered into and effective as of the date of signature by the Chairman of the Columbus County Board of Commissioners, by and between COLUMBUS COUNTY, a body politic existing under the laws of the State of Carolina (hereinafter referred to as "COUNTY") and HALLSBORO VOLUNTEER FIRE DEPARTMENT, a non-profit corporation organized pursuant to the laws of the State of North Carolina (hereinafter referred to as "CORPORATION").

WITNESS ETH:

WHEREAS, the CORPORATION has a recognized history of dedicated service, having provided essential fire protection and other related emergency services to the citizens of Columbus County for all of the years of its existence; and

WHEREAS, N.C.G.S. § 69-25.5 and 153A-301 hereby attached and incorporated by reference Exhibit I and II provides that counties may provide for fire protection in a fire district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, CORPORATION serves a special fire tax district created by the Board of Commissioners of Columbus County, North Carolina (hereinafter "COMMISSIONERS") under N.C.G.S. § 69-25.4, hereby attached and incorporated by reference (Exhibit IV); and

WHEREAS, pursuant to N.C.G.S. § 153A-233, hereby attached and incorporated by reference (Exhibit III), the COUNTY agrees to contract with CORPORATION to provide fire, rescue and/or emergency medical services within the boundaries of the Hallsboro Volunteer Fire Department Service Response District, a description of which is on file in the Office of the Columbus County Emergency Services in Whiteville, North Carolina; and

WHEREAS, the CORPORATION and COUNTY desire to contract with each other for the mutually agreed and mutually recognized mission and vision, hereby attached and incorporated by reference (Exhibit A) of attempting to achieve and sustain the highest levels of emergency services to the persons who live, work, or are otherwise present in the COUNTY; and

WHEREAS, the COUNTY levies and collects the taxes and/or fees and is responsible for appropriating said funds for the use and benefit of the citizens located in the Hallsboro Volunteer Fire Department Service Response District; and

WHEREAS, the COUNTY contracts and agrees that it will cause to be assessed or levied a special tax of up to fifteen cents (\$.15) per one-hundred dollars (\$100) valuation of all real and personal property in the District unless otherwise limited or prohibited by law or a vote of the citizens, and will collect said tax as part of the ad valorem taxes of the County of Columbus; provided, however, the amount levied annually shall be based on the needs projected in the annual budget estimate submitted by the CORPORATION to the COUNTY as approved by the COUNTY; and

WHEREAS, the COUNTY desires to standardize all of its arrangements with CORPORATION in the COUNTY and, to that end, both parties enter into this contractual relationship, and;

WHEREAS, N.C.G. S. 159-13(a), hereby attached and incorporated by reference (Exhibit V); provides that the budget ordinance "may be in any form that the Board of Commissioners considers most efficient in enabling it to make the fiscal policy decisions embodied therein, but it shall make appropriations by department, function, or project and show revenues by major source;" and

WHEREAS, the CORPORATION secured equipment, land and buildings necessary for the operation of department with special fire tax money; and

WHEREAS, the COUNTY desires to grant a long-term contract to enable CORPORATION to make long-range plans and to standardize all its arrangements, processes, and procedures with CORPORATION so as to bring into conformity with nationally accepted standards to regularly enhance operational consistency, effectiveness, and safety; and

WHEREAS, CORPORATION is a non-profit corporation organized for fire protection, rescue operations and/or emergency medical services purposes, in accordance with the Internal Revenue Code; and

WHEREAS, CORPORATION may become desirous to make application to the United States Department of Agriculture Rural Development (hereinafter referred to as "USDARD") and/or other lending institutions for a loan; and

NOW, THEREFORE, in consideration of the premises and the consideration of the mutual covenants and conditions herein, the parties hereto contract and agree as follows:

GENERAL PROVISIONS:

L. ARTICLES OF INCORPORATION FILING-

- A. It is understood there will be a vesting in a Board of Directors for CORPORATION. The CORPORATION's Board of Directors (hereinafter "BOARD") will have the authority to manage the affairs of CORPORATION to the extent permitted by N.C.G.S. Chapter 55A, the North Carolina Nonprofit Corporation Act.
- B. CORPORATION agrees to file with the COUNTY, to be forwarded to the Emergency Services Office, a true copy of its Articles of Incorporation, bylaws, and list of current Board of Directors and expiration dates. Any changes made thereto shall be filed within thirty (30) days.
- c. CORPORATION agrees to adopt bylaws which meet any and all minimum legal requirements and have reasonable provisions enabling citizens of the community to participate in the affairs of the CORPORATION, in the minimum, during a required annual meeting, N.C.G.S. 55-2-06 hereby attached and incorporated by reference (Exhibit XII).
- D The CORPORATION agrees to establish safeguards to prevent the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy, and to abide by the ethics policy and to perform its services without the appearance or the actuality of conflicts of interest.
- E. Composition of the Board of Directors- The CORPORATION agrees that it will work in good faith to implement the following guidelines respect to the composition of its Board of Directors. These guidelines are issued in order to prevent dominance within the organization, ensuring fairness, and complete accountability regarding department operations.
1. The CORPORATION's Chief Officer, shall not be an immediate family member of the CORPORATION's President, Vice President, or Chair of the Board of Directors. Members of the CORPORATIONS's Board of Directors shall not be immediate family members to the CORPORATIONS Chief Officer. "Immediate Family Member" is defined as a person's parent, brother, sister, spouse, or child." Composition of the Board of Directors should be limited to two (2) members from the CORPORATION.
 2. The CORPORATION's Chief Officer should be a member in good standing, and is recommended to have previously served with experience as an Assistant or Deputy Chief, and shall not hold more than one position within the CORPORATION (i.e. Chief, President, Treasurer).
 3. The Chief must successfully complete and maintain NC Chief 101 as required as well as a hold the minimum of NIMS 100, 200, 700, and 800 certifications.
 4. The CORPORATION's is required to notify the Columbus County Emergency Services Director in writing within thirty (30) calendar days of any changes in the CORPORATION's Board of Directors or Chief Officers.
- F. The Articles of Incorporation and the bylaws of CORPORATION shall require membership to be composed of authorized members as allowed by the licensing agencies of North Carolina State government.

G. Additionally, the CORPORATION agrees that its bylaws have reasonable provisions and public notifications to enable citizens of the District to participate in the departmental affairs of the CORPORATION, up to and including review of financial reports and public meeting attendance. An annual report of CORPORATION revenue and expenditures shall be provided and made available to community citizens of the District and to the COUNTY at each annual Board meeting.

2. DISBANDMENT-

A. CORPORATION recognizes that the citizens of Columbus County, North Carolina have contributed as a whole to the financial support of CORPORATION through Columbus County tax dollars; and

In the event CORPORATION should either voluntarily or involuntarily disband and/or cease to exist and/or lose North Carolina certification for whatever reasons, then CORPORATION acknowledges that the citizens of Columbus County have an interest in the assets of the CORPORATION to enable the continuation of fire and rescue protection for the district; and

In such event, assets of CORPORATION shall be disbursed, with approval of the COMMISSIONERS and in accordance with (1) any relevant Internal Revenue Code Regulations and (2) CORPORATION's by-laws, to a similar type organization or organizations within the boundaries of Columbus County to be selected by CORPORATION. All property and assets purchased in whole or in part using public funding tax dollars shall be transferred to COUNTY or the value of the same thereof.

3. TERM OF CONTRACT-

- A. This Agreement shall supersede and replace any and all prior agreements, contracts, and understandings, oral or written, between the COUNTY and CORPORATION. The term of this contract shall be valid and effective subject to the continued legal existence of the CORPORATION, for a duration of five (5) years from the date of signing by the Chairman of the COMMISSIONERS and continue in effect in one (1) year terms with automatic renewal, subject to prior termination pursuant to this contract.
- B. This contract may be renewed or extended for such term or terms as may be agreed upon by the parties hereto, provided the tax or fee service district is in full force and effect as provided by the General Statutes of North Carolina.

Section 1.1 4. Non-exclusive Contract-

A. This contract is non-exclusive. COUNTY reserves the right to contract with other fire, rescue and/or emergency medical service providers to perform same or similar duties during the term of this contract in the event the terms and conditions of this contract are not met.

5. INDEPENDENT CONTRACTOR-

A. CORPORATION acknowledges that, by entering into this contract and providing services, CORPORATION is acting at all times as an independent contractor.

- B. The Parties agree that the CORPORATION is a non-profit corporation formed pursuant to Chapter 55A of the General Statutes of North Carolina, and that it has been granted Section 501(c) status by the Internal Revenue Service. It is an independent contractor. It is not an agency of the COUNTY. Neither CORPORATION nor its employees, members, or personnel shall be deemed or construed to be employees of COUNTY at any time during the duration of this contract.
- c. CORPORATION shall be solely responsible for payment of all required State and Federal taxes and/or fees provided, however, the CORPORATION shall provide such documentation as COUNTY deemed necessary to meet any and all federal and state tax guidelines regarding employment of employees.
- D. As such independent contractor, CORPORATION is not entitled to, nor shall be eligible for, any benefits provided by COUNTY to any of its permanent or temporary employees, or volunteers, including, but not limited to, vacation leave, sick leave, retirement, longevity and group Insurance.

6. SUBCONTRACTORS-

A. CORPORATION, under this contract, shall not utilize any subcontractors for carrying out any firefighting, medical, rescue, or emergency services or any reasonably-related service or determinable public safety assistance to be performed under this contract without written notification to COUNTY and approval prior to any subcontractor's work or preparations for work.

7. INDEMNITY-

- A. CORPORATION shall indemnify and hold COUNTY, its agents and employees, harmless against any loss and all claims, demands, causes of action, or other liability, including attorney's fees, resulting from or on account of personal injuries or death, or as a result of property damages arising out of or relating to the work and services to be performed by CORPORATION hereunder, resulting from the negligence of or the willful act or omission of CORPORATION, its agents, employees and subcontractors.
- B. COUNTY hereby agrees it shall indemnify and hold CORPORATION harmless, to the extent allowed by law, from any and all claims, demands, causes of actions, or other liability, including attorney's fees, resulting from or on account of personal injuries or death, or as a result of property damages arising out of or relating to the work to be performed by COUNTY's employees hereunder, resulting from the negligence of COUNTY's employees.

8. INSURANCE-

CORPORATION shall purchase and maintain, at all times for the full duration of this contract, the specified types and minimum amounts of insurance from companies licensed to write business in North Carolina, with an AM Best rating of "A" or higher acceptable to COUNTY.

- A. Liability/Property Damage Insurance. CORPORATION shall maintain, at all times for the full duration of this contract, professional liability insurance providing liability limits of a minimum amount of ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00) per occurrence, and TWO MILLION DOLLARS AND NO/ 100 (\$2,000,000.00) annual aggregate combined single minimum limit for bodily injury liability and property damage. CORPORATION shall have its insurance agent

furnish COUNTY a certificate of insurance evidencing the existence of such coverage and providing for thirty (30) calendar days' notice of any material change in coverage.

- B. Workers Compensation and Employers Liability Insurance. CORPORATION shall purchase and maintain, at all times for the full duration of this contract, worker's compensation and employer's liability insurance coverage for all of CORPORATION's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's liability insurance providing limits at least in the amount of \$100,000/500,000/100,000, applicable to claims due to bodily injury by accident or disease.
- C. Automobile Liability Insurance. CORPORATION shall purchase and maintain, at all times for the full duration of this contract, automobile liability insurance covering all owned and non-owned hired vehicles, providing liability limits at least in the amount of \$250,000 per person and per occurrence for bodily injury and \$100,000.00 for property damage.

Section 1.1 9. Certificates and Notice of Cancellation-

- A. Before commencing work under this contract, or within thirty (30) calendar days thereafter, both parties hereto shall furnish to each other any certificates of insurance required pursuant to this contract. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after (thirty) (30) calendar days' written notice has been received by COUNTY)

- B. Notification of any cancellation, modification, amendment or material change as to insured entity, loss payee or coverage to this insurance policy must be given in writing within thirty (30) calendar days to the Columbus County Emergency Services Office under the notices section of this contract.

Section 1.2 10. Nondiscrimination-

A. CORPORATION will take action not to discriminate against any employee, volunteer, or applicant for employment or membership or otherwise illegally deny any person participation in or the benefits of the activities which are the subject of this contract, because of race, creed, color, sex, age, disability, or national origin.

Section 1.3 11. Minimum Qualifications-

A. CORPORATION and/or CORPORATION's employees, agents, volunteers, and/or assigns shall possess and maintain the minimum required training hours, certifications, and qualifications set forth by the State of North Carolina for the duration of this contract.

12. EQUIPMENT/PERSONNEL-

A. CORPORATION shall provide the necessary equipment and personnel for furnishing fire protection, rescue services, and/or emergency medical services as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division; North Carolina Office of Emergency Medical Services and/or Columbus County EMS System Plan to the Hallsboro Volunteer Fire Department Service Response District, as required.

13. BUDGETING PROCEDURES-

- A. In order to assist the COUNTY with establishing the amount of annual appropriation to the CORPORATION for providing the contractual services, the CORPORATION agrees to conform to the COUNTY'S budget calendar and to participate in the COUNTY'S annual budgeting processes for adoption of the Fiscal Year budget beginning the first day of July respectively.
- B. CORPORATION agrees to comply with the COUNTY budgeting process and other procedures provided for by North Carolina Law and agrees to submit budget estimates as required to the Emergency Services Office on the forms utilized and provided by the COUNTY.
- C. CORPORATION also agrees to use standard line items for accounting devised or consented to by the COUNTY Finance Director.
- D. The CORPORATION shall provide in the required annual budget submittal all requested information for the COUNTY to determine the source(s) and amounts of all current revenue and financial holdings, and anticipated revenue by the CORPORATION for each fiscal year.

Section 1.1 14. Budget Submission Deadline-

- A. CORPORATION shall provide to the COUNTY its next fiscal year budget no later than March 1st for the next COUNTY fiscal year. The CORPORATION shall provide to COUNTY, through the Columbus County Department of Emergency Services, in such detail and in electronic form, or as may be prescribed by the County Finance Director, a budget request containing the financial needs of the CORPORATION for the fiscal year commencing the 1st day of July next following, to the extent that such financial requirements may be reviewed for consideration. Budget request shall be provided on all forms approved by the COUNTY for budget preparation and presentation hereby attached and incorporated by reference (Exhibit B).
- B. Capital Improvement Planning (CIP)- For the purpose of annual budget planning and preparation, the CORPORATION agrees to develop a Capital Improvement Plan for purchases exceeding \$25,000. CIP's should be projected out at least (5) five years and be submitted along with the required budget documents by March 1st of each year.
- C. Should the CORPORATION fail to submit its annual budget request and required documentation within the specified time period, the COUNTY reserves the right to complete the annual budget appropriation as necessary.

15. ANNUAL FINANCIAL AUDIT-

- A. It is agreed that CORPORATION shall present to the COUNTY a copy of the department annual financial audit by a Certified Public Accountant (CPA) for each fiscal year which audit shall be in conformity with existing policies of the COUNTY prior to receiving any supplemental funds for the next fiscal year. The CORPORATION shall have an audit report performed annually by a Certified Public Accountant of all its funds, accounts, and holdings as soon as such auditor's report becomes available to the CORPORATION, but no later than six months following the close of each fiscal year, and a copy shall be submitted to the County Emergency Services Office.
- B. The CORPORATION agrees to present to the County Finance Office through Columbus County Emergency Services, an annual audit of financial situation and accompanying management letter prepared by a Certified Public Accountant according to generally accepted accounting

principles and generally accepted auditing standards for the preceding fiscal year along with the annual budget request.

C. In the event that the audit or management letter reveals a reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the CORPORATION shall provide a written statement that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide monthly reports to the COUNTY on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the CORPORATION auditor, the CORPORATION shall bear the cost of such advice.

D. Should the CORPORATION fail to submit its required annual audit and management letter to Columbus County Emergency Services within the specified time period, the COUNTY may, at its sole discretion, suspend all supplemental funds until the audit is delivered as set forth above, except that the Emergency Services Director may grant a reasonable submittal extension if the CORPORATION is unable to deliver the audit for reasons beyond the control of the CORPORATION or the CORPORATION's auditor.

Section 1.1 16. Records Inspection and Bonding-

- A. Financial Records Inspection: It is agreed that the COUNTY may inspect all financial books and accounts in regards to CORPORATION with five (5) business days' prior notice to CORPORATION. The COUNTY may inspect all records and accounts which the CORPORATION is required to establish and maintain under the provisions of this contract. The CORPORATION agrees that it will supply such financial books and records of the CORPORATION within reasonable mutually agreeable times during regular business hours of the COUNTY.
- B. As an independent non-profit entity, the CORPORATION agrees to generate and maintain all required records and data and shall maintain such records and data in accordance with Generally Accepted Accounting Principles (GAAP). The CORPORATION agrees that the COUNTY will have reasonable access to all books, financial records, and audit reports. The CORPORATION agrees to provide the COUNTY the required documentation of all of its receipts and disbursements, including without limitation, those related to the expenditure of any funds appropriated and disbursed to the CORPORATION under this contract.
- C. The CORPORATION agrees to secure and maintain a blanket bond or similar insurance coverage which is acceptable to the COUNTY on all persons who have access to or authority to disburse funds belonging to the CORPORATION. Such blanket bond or insurance coverage shall be through a company or entity acceptable to the COUNTY, and shall be in the amount of not less than the revenues collected and provided by the COUNTY in the tax district served by the department as projected by the COUNTY for the upcoming year. Proof of such bonding or insurance shall be provided to the COUNTY prior to the disbursement of any funds to the department. Additionally, it is recommended that the CORPORATION follow the procedures for letting of public contracts set forth in NCGS 143-129 hereby attached and incorporated by reference (Exhibit XI).

**17. UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT
AND/OR OTHER LENDING INSTITUTIONS-**

A. This contract shall be contiguous for any term specified in any USDARD and/or other lending institutions loan(s) with CORPORATION.

18. NON-APPROPRIATION-

A. All funds for payment by COUNTY under this contract are subject to the availability of any annual appropriation for this purpose by the COMMISSIONERS. In the event of non-appropriation of funds by the COMMISSIONERS for the services provided under this contract, COUNTY will terminate this contract, 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 contract is spent, whichever occurs first.

B. If, at any time, funds are not appropriated for the continuance of this contract, cancellation shall be accepted by CORPORATION on thirty (30) calendar days' prior written notice. Failure to give such notice shall be of no effect and COUNTY shall not be obligated under this contract beyond the date of termination.

19. REIMBURSEMENT FOR DISASTER SERVICES —

A. The COUNTY agrees to request reimbursement of documented expenses for service(s) rendered by CORPORATION during natural disasters.

B. Reimbursement request(s) of eligible expenses will only be initiated following a declaration of a major disaster for the COUNTY by the President of the United States, as requested by the State of North Carolina Governor's Office through the Division of Emergency Services. At the conclusion of any declared disaster as determined by COUNTY, the CORPORATION shall determine its direct marginal costs incurred in the course of rendering this disaster assistance, and shall present such cost statements to COUNTY for review and possible reimbursement should federal or state monies become available.

C. CORPORATION shall allow, but not require, its members to render aid under such disaster conditions voluntarily and without compensation. CORPORATION shall not include in its cost statements any charges for services rendered by volunteer members. The cost statements associated with rendering aid under disaster conditions shall be based entirely upon the actual direct additional marginal costs incurred by CORPORATION in the course of rendering such disaster assistance, and shall not include costs that would have been borne by CORPORATION to meet normal service requirements if the disaster had not occurred. Reimbursement to CORPORATION by the COUNTY shall be contingent upon the availability of disaster assistance funding received by the COUNTY.

Section 1.1 **20. Exclusive Use of Funds-**

A. All funds paid to CORPORATION by the COUNTY shall be used exclusively to provide fire protection, rescue services and/or emergency medical services within the Hallsboro Volunteer Fire Department Service Response District, and to pay legitimate related expenses such as matching grant

funds, contractual service fees, and principal and interest payments on loans provided by USDA/Rural Development or other lending institutions.

Section 1.2 21. Payment of Special Taxes-

A. All taxes, current and delinquent, as they are collected by the COUNTY, shall be paid to CORPORATION on a monthly basis.

22. SEPARATE FUND-

A. A special or separate fund shall be maintained by the COUNTY for funds collected as a result of said special taxes. An adequate record of funds collected and disbursed as a result of said special taxes shall be maintained by the COUNTY. The COUNTY's Tax Office will provide CORPORATION with a printed report of the status of taxes collected on an annual basis to be received by the CORPORATION not later than May 1st each calendar year.

23. Supplemental Funding-Fiscal Year 23/24; Annual financial supplements shall not carry over to future budgets.

A. In addition to the special fire taxes, and with the mutually recognized goal of attempting to promote sound and responsible financial management practices, the COUNTY will also contribute the not to exceed minimum sum of supplemental funding for financial auditing, bookkeeping services, and/or financial software services;

- Sixteen Thousand Six Hundred Ninety-Four and 00/100 Dollars (\$ 16,694.00) to CORPORATION if providing fire and emergency medical services for this fiscal year; OR
- Ten Thousand Five Hundred Forty-Three and 00/100 Dollars (\$ 10,543.00) to CORPORATION if providing only fire OR emergency medical services for the fiscal year.

B. In addition to the special fire taxes, and with the mutually recognized goal of attempting to achieve the highest levels of partnerships and support for the volunteer firefighters, the COUNTY will also contribute annually, a supplemental contribution to the Columbus County Firefighters Association in the amounts listed:

- \$3,000 towards annual Fire Department dues
- \$2,000 towards quarterly Firefighters Association meetings
- \$3,000 towards annual Firefighter Awards Dinner

C. In addition to the special fire taxes, and with the mutually recognized goal of attempting to provide critical training, financial, and educational resources for qualified volunteers, the COUNTY will contribute annually, a supplemental reimbursement of the CORPORATIONS annual NC State Firefighters Association dues in the amount not to exceed: \$750.

D. In addition to the special fire taxes, and with the mutually recognized goal of attempting to recruit and retain qualified volunteers, the COUNTY will contribute annually, a supplemental reimbursement of the CORPORATIONS annual expenses related to firefighter training (seminars, certification course's, equipment, and educational supplies) in the amount not to exceed: \$1,000.

E. In addition to the special fire taxes, and with the mutually recognized goal of attempting to provide enhanced, and consistent emergency responder notifications, the COUNTY will also contribute annually, a supplemental reimbursement towards a secondary means of emergency notification software system to be utilized for emergency incident notification by the CORPORATION, in the amount not to exceed: \$750.

F. In addition to the amount shown in paragraph 21 and special taxes as shown in this contract, the COUNTY has set aside a minimum sum of seven-thousand five hundred and 00/100 dollars (\$7,500.00) to reimburse the CORPORATION's annual expenses for the specific purpose of providing incentives to achieve the CORPORATION's firefighting recruitment, retention, and staffing needs. Qualifying volunteer expenses include: pay per call stipends, uniforms, personal protective equipment, and awards. The COUNTY shall disburse the supplemental reimbursement payment not to exceed seven-thousand five hundred and 00/100 dollars (\$7,500.00) in one payment on the 15th day of June, 2024. This amount will be re-evaluated and determined in the planning of subsequent budgets.

G. In order to support fire districts with limited tax base, the COUNTY shall provide supplemental funding to ensure a minimum operational budget of up to fifty thousand and 00/100 dollars (\$50,000). Example: If a fire departments total revenue collected from the special fire district taxes for the fiscal year is \$40,000, the COUNTY will supplement an additional \$10,000 to bring the minimum operational funding up to: \$50,000.

H. The CORPORATION maintains the option to bill for services for compensation at its sole discretion provided by a billing service for all related emergency services. Nothing within this contract shall prohibit CORPORATION from soliciting any insurance source available to CORPORATION for payment regarding the performance of its contractual duties under this contract.

24. Supplemental Funding- Beginning Fiscal Year 24/25: Annual financial supplements shall not carry over to future budgets.

A. In addition to the special fire taxes, and with the mutually recognized goal of attempting to promote sound and responsible financial management practices, the COUNTY will also contribute the not to exceed minimum sum of supplemental funding for financial auditing, bookkeeping services, and/or financial software services;

- Twenty Thousand and 00/100 Dollars (\$20,000.00) to CORPORATION if providing fire and emergency medical services for the fiscal year; OR
- Fifteen Thousand and 00/100 Dollars (\$15,000.00) to CORPORATION if providing only fire OR emergency medical services for the fiscal year.

13. In addition to the special fire taxes, and with the mutually recognized goal of attempting to achieve the highest levels of partnerships and support for the volunteer firefighters, the COUNTY will also contribute an annual allocation to the Columbus County Firefighters Association in the amounts listed:

- \$3,000 towards annual Firefighter Association dues.
- \$2,000 towards quarterly Firefighters Association meetings. ● \$3,000 towards annual Firefighter Awards Dinner.

C. In addition to the special fire taxes, and with the mutually recognized goal of attempting to achieve and maintain the highest levels of fire service to the community and reward exceptional organizational NCDOI fire classification rating efforts, the COUNTY will also contribute annually on October 1st, a supplemental incentive for the CORPORATIONS current NCDOI insurance rating in the amounts specified:

- Class 9 \$0
- Class 8-7 \$3,000 ● Class 6-5 \$5,000
- Class 4 or lower \$7,000

D. In addition to the special fire taxes, and with the mutually recognized goal of attempting to provide critical financial, training, and educational resources for qualified volunteers, the COUNTY will contribute annually, a supplemental reimbursement of the CORPORATIONS annual NC State Firefighters Association dues in the amount not to exceed: \$750.

E. In addition to the special fire taxes, and with the mutually recognized goal of attempting to recruit and retain qualified volunteers, the COUNTY will contribute annually, a supplemental reimbursement of the CORPORATIONS annual expenses related to firefighter training (seminars, certification course's, equipment, and educational supplies) in the amount not to exceed: \$2,000.

F. In addition to the special fire taxes, and with the mutually recognized goal of attempting to recruit and retain qualified volunteers, the COUNTY will also contribute annually, a supplemental reimbursement of the CORPORATIONS annual NC Firefighters and Rescue Squad Workers Pension Fund dues in the amount not to exceed: \$3,600.

G. In addition to the special fire taxes, and with the mutually recognized goal of attempting to provide enhanced, and consistent emergency responder notifications, the COUNTY will also contribute annually, a supplemental reimbursement of the departments expenses towards a secondary means of emergency notification software system to be utilized for emergency incident notification by the CORPORATION, in the amount not to exceed: \$450.

1. In addition to the amount shown in paragraph 21 and special taxes as shown in this contract, the COUNTY has set aside a minimum sum of fifteen-thousand and 00/100 dollars (\$15,000.00) to reimburse the CORPORATION's annual expenses for the specific purpose of providing incentives to achieve the CORPORATION's firefighting recruitment, retention, and staffing needs. Qualifying volunteer expenses include: pay per call supplies, uniforms, personal protective equipment, and awards. The COUNTY shall disburse the annual reimbursement payments not to exceed seven thousand five hundred and 00/100 dollars (\$7,500.00) in two bi-annual payments on the 15th day of December, and 15th day of June each year. This amount will be re-evaluated and determined in the planning of subsequent budgets.

H. In addition to the special fire taxes, and with the mutually recognized goal of attempting to ensure emergency equipment and resources are safe, operational, and properly serviced, the COUNTY will also contribute annually, a supplemental reimbursement of the CORPORATIONS expenses (not to exceed the listed amounts) for required insurance rating testing and maintenance of equipment and infrastructure:

- Annual Fire Service Ground Ladder Testing \$600.00.
- Annual Fire Service Aerial Ladder Testing \$750.00.

- Annual Fire Service Hose Testing: \$2,500.00.
- Annual Apparatus Pump Testing: \$600.00.
- Annual SCBA Flow Testing: \$1,500
- Annual Fire Extinguisher Testing: \$500.00
- Annual Defibrillator (AED) Testing: \$300.00
- (5 Yr.) Hydrant Flow Testing: \$3,500.00.

I. In order to support fire districts with limited tax base, the COUNTY shall provide supplemental funding to ensure a minimum operational budget of up to fifty thousand and 00/100 dollars (\$50,000). Example: If a fire departments total revenue collected from the special fire district taxes for the fiscal year is \$40,000, the COUNTY will supplement an additional \$10,000 to bring the minimum operational funding up to: \$50,000.

J. The CORPORATION maintains the option to bill for services for compensation at its sole discretion provided by a billing service for all patients and/or related emergency services. Nothing within this contract shall prohibit CORPORATION from soliciting any insurance source available to CORPORATION for payment regarding the performance of its contractual duties under this contract.

25. Future Funding.

A. Any future funding and financial oversight by COUNTY shall be unilaterally determined by the COUNTY.

Section 1.1 26. Donations-

A. Nothing within this contract shall prohibit CORPORATION from soliciting charitable donations or conducting fund-raising to solely benefit CORPORATION.

27. MUTUAL AID-

A. CORPORATION agrees to provide mutual aid to any county department for assistance through recognized communication procedures, provided personnel and/or resources are available from CORPORATION. The CORPORATION agrees to provide mutual aid services to other emergency services providers within the County of Columbus. N.C.G.S. § 58-83-1 hereby attached and incorporated by reference (Exhibit VI), authorizes mutual aid assistance between fire departments. Fire Departments are allowed to exercise full authority to send firefighters and apparatus beyond the territorial limits of the primary District which they normally serve. The CORPORATION agrees that it will enter Mutual Aid Agreements with other Departments which are independent corporations only for the purposes of assisting with emergency situations and complying with the terms of this contract.

B. The COUNTY may notify the CORPORATION that its automatic or mutual aid is needed. When the CORPORATION is notified that an emergency does in fact exist and CORPORATIONS aid is needed, the Chief or person delegated with authority shall have the responsibility to order available apparatus, equipment, and personnel as may be required and available to respond to assist with the emergency. The Chief or other person delegated authority shall first determine that the automatic aid or mutual aid request may be honored without impairing the CORPORATIONS capacity to provide protection within its own jurisdiction. When that determination is made, the Chief or other person delegated authority may take appropriate action with regard to furnishing the requested aid. The CORPORATION providing aid shall be responsible for the conduct and actions of its personnel and the costs arising out of the use of its personnel and the use of apparatus, equipment or tools.

C. The CORPORATION waives any claim it may have against the COUNTY which claim may be based on the fact that the CORPORATION entered into a Mutual Aid Agreement, or that the

COUNTY requested or required that mutual aid be provided to another agency. The CORPORATION understands that other agencies will maintain their own liability policies and be responsible for their own expenses. The CORPORATION further understands that it will be responsible for its own expenses while providing mutual aid to another agency.

Section 1.1 28. Binding Effect-

A. This contract shall be binding upon the parties hereto, their successors, executors, administrators and assigns.

29. FURTHER ACTIONS-

A. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

Section 1.1 30. Inclusive Terms-

A. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

Section 1.2 31. Governing Law-

A. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

(a) 32. Notices-

A. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party, by mailing written notice of such change of address, by Certified Mail, Return Receipt Requested:

To COUNTY:

County of Columbus

C/O Columbus County Manager

127 W. Webster Street

Whiteville, North Carolina, 28472

To CORPORATION:

Hallsboro Volunteer Fire

Department

C/O Fire Chief

754 Hallsboro Rd. S.

Hallsboro, NC 28442

(b) 33. Assignability-

A. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

(c) 34. Modifications-

A. This contract shall not be modified or otherwise amended except in writing and signed by the parties.

Section 1.3 35. Termination-

A. This contract may be terminated at any time by either party, without penalty provided that written notice of such termination is furnished to the other party at least ninety (90) calendar days prior to termination.

- B. If, in the event that the CORPORATION is found in violation of the terms of this contract, the COUNTY may terminate this contract immediately.

Section 1.4 36. Specific Provisions and Services Provided-

A. CORPORATION shall fully provide the specific services shown (exhibits listed hereto), and incorporated herein by reference, which also details provisions specific to those services.

Section 1.5 37. Entire Contract-

A. The terms and provisions herein contained, including the exhibits attached hereto and incorporated herein by reference, constitute the entire agreement and understanding between the parties. This contract supersedes any and all prior and independent contracts/agreements, either verbal or written, between the parties covering the specific subject matter of the performance of CORPORATION.

(a) 38. E-Verify-

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

(b) 39. Full Disclosure-

- A. It is hereby understood by each and every party to this contract that this contract, exhibits, agreements, and its terms are fair and reasonable to the parties here undersigned and are fully disclosed and transmitted, in writing, to each party to this contract in a manner that should reasonably be, or have been, understood by each party; and
- B. It is hereby understood by each and every party to this contract that each party is advised by this section, in writing, that each party may seek the advice of an independent Attorney at Law of their choice and each party is hereby given reasonable opportunity and time to seek said advice; and
- C. It is hereby understood, that each party to this contract hereby consents, in writing, to the terms of this contract.

SPECIFIC PROVISIONS EXHIBIT

This section is incorporated by reference to the Contract between
Columbus County Board of Commissioners and the
Hallsboro Volunteer Fire Department
dated December 21, 2023

(c) 1. Definitions

- A. First Alarm: An alarm received by CORPORATION for fire or rescue or emergency medical services.
- B. Rescue Service: Provide trained personnel and equipment to respond to emergency incidents associated with, vehicle accidents, water, confined space, technical rescue, or other special rescue incidents.

C. Second Alarm: A subsequent alarm for fire or rescue or emergency medical services received while CORPORATION is out on the First Alarm. If additional personnel and equipment are reasonably available, CORPORATION shall respond.

D. Missed Call: An unanswered alarm and/or request for mutual aid.

E. Mutual Aid: A response from any Columbus County Fire and Rescue organization requesting the assistance of another Columbus County Fire and Rescue organization within the COUNTY's geographical boundary. Mutual Aid also includes any Columbus County Fire and Rescue organization providing assistance outside the COUNTY's geographical boundary and/or its designated service response district.

F. Completion of alarm: The reasonable time during which CORPORATION is preparing for a response to an alarm, attending the alarm and returning to the station.

G. Quality Assurance: The planned, consolidated, and structured evaluation required to ensure confidence that quality care is delivered and is consistent with standards set forth by medical control.

H. Quality Improvement: The consolidated actions that are necessary to lead to measurable results and improvement in patient care and/or system operations.

(d) 2. Special Tax Assessment-

A. The COUNTY contracts and agrees that it will cause to be assessed or levied a special tax and/or fee as may be designated by COUNTY and/or North Carolina State Law, whichever is appropriate in the Response District unless otherwise limited by law and/or a vote of the appropriate citizenry.

13. The COUNTY will collect said tax and/or fee as a part of the ad valorem taxes of the COUNTY, provided, however, beginning with the next fiscal year immediately following the date of this contract.

3. Services Provided by

CORPORATIONCORPORATION agrees to;

A. Furnish and provide continuing fire protection service and other emergency services to all residents of the approved fire district, to all persons present in the District, and to all real and personal property lying within the boundaries of the District and to other areas of the county as may be agreed to in automatic/mutual aid agreements with other fire departments within the county;

B. Provide its services throughout the approved response district and elsewhere in accordance with the standards and other requirements in a manner that complies with all Applicable Law, including by illustration, but not limited to, those applicable rules and regulations of the North Carolina Department of Insurance (NCDOI) and the Insurance Services Office, Inc. (ISO). The services shall be in accordance with minimum standards set forth in this agreement and all future amendments.

C. The CORPORATION agrees to provide the services in accordance with the requirements set forth in this agreement in a safe, professional, efficient and workmanlike manner to all persons and property in its assigned District;

D. Respond upon dispatch within the District the equipment and resources necessary with sufficient personnel to operate such equipment and resources in the sole judgment of the Chief or his/her

designee; however, if, at the time of the call or dispatch, the CORPORATION is actively engaged in providing services to another incident, such that the type of equipment and personnel needed is not available, this Agreement does not require the CORPORATION to stop rendering services to the emergency it is still actively engaged in assisting in order to provide services to another location;

- E. Provide lifesaving, property conservation, and protection measures as necessary;
- F. Provide search and rescue services assistance as requested by the COUNTY;
- G. Respond to motor vehicle accidents and roadway incidents;
- H. Respond to emergency calls for service in the approved response district from the 911 Communications Center and County Emergency Services;
- I. Respond during natural disasters. CORPORATION agrees to provide the following, but not limited to services upon request by the COUNTY during times of emergency/ disaster: (1) debris clearance,
(2) traffic control and (3) other lifesaving and property conservation measures as necessary;
- J. To the extent the CORPORATION chooses to provide technical rescue services to the COUNTY within the approved district and other locations when called to provide such services by the COUNTY or to another response district, the CORPORATION shall meet all of the following conditions:
 - 1. Have in place a signed technical rescue services agreement with the COUNTY.
CORPORATIONS providing technical rescue services within the COUNTY without a signed contractual agreement assume all risks associated with such services including; loss, property damage, personal injury (including death) of all services performed outside of a contractual agreement and;
 - 2. The CORPORATION shall possess a valid certification through the North Carolina Association of Rescue and Emergency Medical Services OR obtain certification training related to the specific technical rescue service discipline provided (ex: extrication, swift water, confined space, wilderness land search, agriculture machinery) and;
 - 3. CORPORATION provides the technical rescue services utilizing all required personnel safety procedures and equipment and;
 - 4. A change in the level of technical rescue services or certifications shall require a 120-day notice to the COUNTY.
- K. To the extent the CORPORATION chooses to operate a Medical Responder (MR) program, or a First Responder Program (FR), the CORPORATION shall adhere to EMS system guidelines established for the operation of emergency medical programs in Columbus County and shall adhere to the Columbus County EMS System Continuing Education Program, and
 - 1. CORPORATION provides the FR/MR services utilizing all required personnel safety procedures and equipment and;
 - 2. Have in place a signed FR/MR services agreement with the COUNTY;

3. A change in the level of FR/MR services or certifications shall require a 120-day notice to the COUNTY.
4. Provided by COUNTY-

COUNTY agrees to;

In accordance with this Agreement, and at the COUNTY'S sole expense outside the scope contractual funding of the CORPORATION pursuant to this agreement, the COUNTY agrees to furnish the following services:

- A. Provide 91 1 center communications and dispatch (PSAP);
- B. Provide assistance with investigations of fires, arsons, fire deaths, and fire injuries when requested by the Chief or Designee of the response district in which the fire occurred. Fire investigation services in accordance to N. C. G. S. 58-79-1 hereby attached and incorporated by reference (Exhibit VII) and as detailed in Section "15" of this agreement;
- C. Provide maintenance and repair of the county water system including fire hydrant replacement and or repair when needed;
- D. Provide emergency incident response assistance with personnel and equipment in support of the CORPORATIONS eff01ts•,
- E. Provide Strategic Planning and Research assistance, Policy and Procedure development, and implementation regarding industry best practices;
- F. Provide maintenance of the county radio and paging systems;
- G. Provide firefighter and EMS ID and accountability card system;
- H. Provide assistance to the CORPORATION with fire prevention and community awareness programs within the response district;
- I. Provide a consolidated fire service incident records management system (NFIRS) software for contracted fire service agencies, and when applicable and necessary, software updates and annual software support, provided that personnel information and data entered into such software shall be the sole and exclusive property of the CORPORATION, except as may otherwise be required by law or by court order;
- J. Provide a consolidated emergency medical service incident records management system (PreMIS) software for contracted EMS agencies, and when applicable and necessary, software updates and annual software support, provided that personnel information and data entered into such software shall be the sole and exclusive property of the CORPORATION, except as may otherwise be required by law or by court order;
- K. Provide a secondary means of mobile alert emergency notification system response software (Ex: Active 91 1 or similar system);

- L. Provide a Fire and EMS policy management system;
- M. Provide additional services and support that may be needed and mutually agreed between the COUNTY and the CORPORATION as circumstances may dictate from time to time;
- N. Provide Inspections of all public buildings as set forth in the North Carolina Building Code and the North Carolina General Statutes;
- O. Provide National Fire Protection Association resource materials on fire prevention, instructional or fire service standards that shall be made available through the Fire Marshal's office electronically or in print;

Section 1.6 5. Columbus County Associations-

The COUNTY and CORPORATION in partnership should participate, through membership, in the Columbus County Firefighters Association and Chiefs Association or any other like kind association adopted by the Chiefs, in an effort to meet the following objectives:

- A. Coordinate the planning and establishment of goals, procedures, and objectives of the fire and rescue departments of Columbus County and;
- B. Develop committees to involve members in the development and delivery of services, represent member opinion in decision-making, and help serve member needs through interaction and;
- C. Ensure effective communication and the free exchange of information among all fire and rescue departments and;
- D. Assist in developing unified training and safety procedures for all fire and rescue personnel within Columbus County; and
- E. Ensure all fire and rescue departments are informed of the location, quantity, and capability of resources utilized among the departments in Columbus County; and
- F. Ensure all fire and rescue departments are informed about new or existing technology, and ways that departments are being operated across the United States, North Carolina, and locally; and
- G. Maintain a liaison with Columbus County Emergency Services, and
- H. Ensure all fire and rescue departments within Columbus County are informed of current events, programs, and legislation (local, state and federal) available to responders and their families.
- I. Cooperate in establishing disaster plans and in conducting exercises pursuant to disaster plans administered by the Columbus County Department of Emergency Services.

Section 1.7 6. Response Procedures-

- A. The Fire Chief and/or BOARD agrees to work toward ensuring sufficient and trained personnel are available to respond when dispatched as required. The Fire Chief and/or BOARD is

responsible for ensuring that all standards and documentation requirements established by the state and respective associations are met.

B. The CORPORATION and the COUNTY mutually agree that the CORPORATIONS response times, and the amount of trained personnel on emergency scenes are an essential component of providing an efficient and effective level of service to the community. CORPORATION in partnership with the COUNTY and Chiefs Association agree to develop sustainable future response and funding plans based on achieving accepted national response time goals for fire and EMS calls for service in the approved response district. The COUNTY and the CORPORATION agree to collaboratively monitor response times, on-scene staffing levels, and agree to develop strategies to address any response time, funding, and/or on-scene staffing issues as applicable.

I. CORPORATION shall respond to alarms as dispatched by the COUNTY's 91 1 Emergency Communications Center geographically located within COUNTY lines.

2. Event response times shall be measured beginning with call received time as reported in the Computer Aided Dispatch ("CAD") Event Report and ending with the Back in service Time as reported in the CAD Event Report. For fire or rescue calls, On-Scene Time shall be measured when the first rated fire suppression or rescue apparatus arrives on the scene.

3. For planning purposes, based on minimum requirements for rural volunteer fire department responses, NFPA 1720 table 4.3.2 specifies fire departments should develop plans to help achieve the goal of having an average response time (time of dispatch until time of arrival) of 14 minutes or less for structural fire calls within the recognized Insurance District 80% of the time.

4. The following response times are captured in the computer aided dispatch (CAD) system:

- Time the call for service was received in the 91 1 communication center;
- Time the fire unit/s are dispatched to the emergency response;
- ' Time the fire unit/s are enroute (wheels rolling) to the emergency response address °
- Time the fire unit/s arrived on scene at the dispatched address;
- ' Time the fire unit/s were response ready and back in service;

C. System Performance Monitoring - CORPORATION agrees to mutually assist the COUNTY to utilize a data reporting application provided by the COUNTY for the near real time evaluation of operational performance, response time data, clinical data, and other necessary information. COUNTY will implement a web-based dashboard system that monitors and reports data from single or multiple data sources for quick access to near real time data that is critical to performance and compliance with the provisions of this contract. The web-based application shall interface with the COUNTY CAD or data systems as required and approved by COUNTY.

D. In the event there are more than three (3) incidents of rescue or fire during any one fiscal year when the CORPORATION is dispatched but does not respond with the appropriate resources, the insufficient response may constitute a breach of contract. If the CORPORATION has more than three (3) insufficient response incidents, the COUNTY may assess the events and the circumstances then existing, and the CORPORATIONS ability to respond and implement appropriate corrective measures.

E. In the event a second alarm is received while CORPORATION is reasonably preparing for response to or has immediately concluded a previously dispatched alarm (overlapping incident), the CORPORATION should respond to the second alarm provided that CORPORATION has additional personnel and equipment available to do so.

F. In the event CORPORATION is unable to respond to the second alarm; the second alarm will be directed to the Mutual Aid department. In this instance, the second alarm would not be considered a missed call. Upon completion of the first alarm, CORPORATION will be considered available for service.

G. CORPORATION may provide Mutual Aid outside the geographic boundary of the COUNTY and/or its designated service response district with the understanding that should CORPORATION receive a COUNTY alarm or request for Mutual Aid, the COUNTY alarm or request for Mutual Aid shall take precedence and will in fact become a First Alarm. Should CORPORATION not respond to the COUNTY alarm or request for Mutual Aid in this manner, the alarm or request will be considered as a Missed Call.

Section 1.8 7. Insurance Rating-

A. The CORPORATION agrees to engage in efforts to successfully maintain or improve its insurance rating (as of the effective date of this contract) with the North Carolina Department of Insurance, the Insurance Services Office, Inc., ("ISO"), NC State Fire Marshal's Office, and when applicable, its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The CORPORATION shall continuously comply with all applicable laws, ordinances, and State regulations pertaining to the contacted services throughout the term of this contract. CORPORATION agrees to file with the COUNTY, to be forwarded to the Emergency Services Director, a copy of its current NCDOI insurance rating certificate.

B. The CORPORATION agrees that it shall maintain a valid insurance rating no lower than a 9S but, its goal should be to strive to achieve a Class 6 insurance rating or lower for the territory within five (5) road miles of the main station or substation(s), and no lower than a 9E for the territory exceeding five (5) road miles but less than six (6) road miles from the main station or substation(s). If any part of the contracted fire district lies further than six (6) road miles from the main station or substation and is classified as a Class 10 rated area, the CORPORATION should endeavor in good faith and if possible to eliminate such areas. The CORPORATION agrees to work in good faith within its means and resources to implement effective changes to its internal systems to obtain the Class 6 or lower rating for all of the structures within its approved response district.

C. In the event that the CORPORATIONS ISO rating is suspended or revoked solely due to the CORPORATIONS inability to meet the required ISO standards, or if the CORPORATION is placed on probation by the North Carolina Department of Insurance, the CORPORATION agrees to immediately undertake and to implement such reasonable actions as necessary by the CORPORATION to improve its ISO rating to a level reasonably achievable under the circumstances as they exist at that time of the reduced rating.

D. The CORPORATION shall prepare and submit to the COUNTY a plan acceptable to the COUNTY to reinstate its previous insurance rating within a one (1) year period. The plan shall be submitted within 30 days of the time when the CORPORATION is notified of having a rating increase. The plan shall include specific steps to be taken to attain the previous insurance rating,

including, without limitation, a project timeline and the projected costs associated with taking the corrective actions.

E. In the event the CORPORATION believes its rating increased due to problems associated with the COUNTY resources, the CORPORATION shall notify the Emergency Services Director. For example: If points are deducted from the CORPORATIONS insurance rating because the COUNTY Communication Center or the COUNTY water system is not functioning adequately, the COUNTY shall endeavor in good faith and with due diligence to work with the CORPORATION to improve any of its systems which may have caused the ISO rating to increase.

Section 1.9 8. Reporting-

A. The CORPORATION agrees to complete an incident report immediately following all fires, or as soon thereafter as reasonably practicable. The incident reports shall be entered into a consolidated Incident Reporting Software (NFIRS) system designated by the Fire Chiefs, according to NFIRS guidelines. The CORPORATION agrees to enter the incident response reports in electronic form accessible to the Fire Marshal's Office in accordance with N.C.G.S. § 58-79-45 hereby attached and incorporated by reference (Exhibit VIII). The CORPORATION shall maintain all fire incident reports and make the reports available to property owners, upon request.

B. The CORPORATION providing FIRE services shall ensure all National Fire Incident Reporting System (NFIRS) reports are submitted to the NC Office of State Fire Marshal as required. All NFIRS incident reports shall be entered into the approved electronic records management system complete and accurate within forty-eight (48) hours of the incident and available to the COUNTY for review.

C. The CORPORATION shall keep all records for a minimum period of seven (7) years. All NFIRS reports are to be electronically submitted quarterly to meet the 120-day state submission rule as per II NCAC 05A.0910 Incident Reporting. All state and county required reports and rosters shall be submitted by the requested deadline.

D. The CORPORATION shall provide to the Columbus County Fire Marshal's Office the following documents annually:

1. A current and complete roster of members of the Fire Department, along with the number of training hours for all members on the roster.
2. Proof of annual insurance policies compliance.
3. A list of all equipment and/or services acquired through grant funding
4. Contact list for the Chief and Asst. Chief
5. Certification Levels if Rescue or EMS services are provided.
6. Contact list for the Board of Directors.

Section 1.10 9. Communications-

A. The CORPORATION agrees to follow all COUNTY dispatching and communications procedures, plans, and policies associated with the 911 communications center, radios, and paging systems. COUNTY will maintain radio and dispatch communications systems to ensure system performance and integrity is maintained.

- COUNTY and CORPORATION mutually agree to continue the Communications Committee consisting of system users and qualified personnel to develop communications systems policies and procedures regarding radio and paging systems.

Section 1.11 10. Standards of Performance-

- A. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association in the development and implementation of county Fire/EMS/Rescue service system performance standards including (but not limited to), response plans, strategic planning, documentation consistency, quality/performance improvement, and standard operating procedures.
- B. The CORPORATION should furnish emergency services in a safe, professional, efficient, and effective manner, in particular so as to meet the requirements of and comply with the rules, guidelines, and regulations of the North Carolina Department of Insurance/Fire and Rescue Division, North Carolina Office of Emergency Medical Services, County Medical Direction, County EMS Plan, and other pertinent federal, state and county laws, regulations and standards.
- C. CORPORATIONS that choose to provide Technical Rescue programs should work towards meeting certification and training requirements associated with the rescue service provided as established by the North Carolina Association of Rescue and EMS.
- D. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association in the development and implementation of county standard operating guidelines regarding minimum staffing levels and incident operations procedures.

Section 1.12 11. Incident Command Procedures (ICS)-

- A. The National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards regardless of cause, size, location, or complexity-in order to reduce loss of life, property and harm to the environment. NIMS guidelines and policies currently in effect are published by the Department of Homeland Security and were originally established by Presidential Directive.
- B. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association in implementing the National Incident Management System at all incidents to manage personnel on scene. CORPORATION shall receive training in accordance with the National Incident Management System (NIMS) directive. The CORPORATION shall use NIMS on all incidents.

Section 1.13 12. Training-

- A. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association in providing training programs to ensure the minimum standard training requirements set forth for its department members by the State of NC OSFM are achieved for providing fire, rescue, and emergency services. The CORPORATION should designate a member of the department as "Training Officer" to coordinate and facilitate all training objectives within the department.
- B. The CORPORATION agrees to participate jointly with the COUNTY and Chief Association in adopting guidelines and plans which address appropriate initial training and

continuing education of firefighters of the CORPORATION. These guidelines will ensure that such initial training and continuing education strive in good faith to meet or exceed all requirements of the State of North Carolina, including, without limitation, a minimum standard of thirty-six (36) hours of fire training per CORPORATION member annually.

C. The CORPORATION should maintain training records for each volunteer or employee on its roster. Training records should include, but not be limited to, the following: names of courses that have been completed, time spent in training for each course, the course dates, description of training completed, instructors, and the place where the course was held.

D. Training information should be entered into the approved electronic records management system on all training held by the CORPORATION or attended by its volunteers and employees and available for review by the County Fire Marshal's Office.

(a) 13. Fire Investigations-

A. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association regarding developing procedures for Incident Fire Investigations. The CORPORATION officer in charge at all fire scenes shall attempt to determine the cause and origin of every fire as provided in N. C. G. S. 58-79-1 hereby attached and incorporated by reference (Exhibit V II). When the officer in charge cannot determine the cause and origin of the fire, or if the cause is suspected to be of incendiary nature, or a fire fatality, the office in charge of the incident may request the assistance of the Columbus County Fire Marshal's Office.

Section 1.14 14. Fire Hydrants-

- A. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association regarding hydrant servicing procedures. If COUNTY owned fire hydrants are located within the district, and the CORPORATION elects to conduct hydrant testing, flowing, and/or maintenance in their respective district, the CORPORATION shall ensure that hydrants in the fire district are flushed and checked for accessibility, functionality, visibility, and operation as directed by COUNTY policy hereby attached and incorporated by reference (Exhibit D).
- B. The CORPORATION should meet the then-current North Carolina Response Rating Schedule (NCRRS) requirements for fire hydrant testing and maintenance (at least once every five years) to receive full credit under the NCRRS. The CORPORATION agrees to allow the COUNTY to review and copy the CORPORATIONS hydrant flow, and maintenance records. A copy of all hydrant flow data should be provided to the COUNTY after completion. Records of fire hydrant tests and maintenance conducted by the CORPORATION should be available for review by the Fire Marshal's Office.
- C. The CORPORATION agrees to provide notice to COUNTY Public Utilities (5) five days prior to any hydrant servicing testing, flowing, and/or maintenance in their respective district in order to provide for public notice alerts and receive prior approval from Columbus County Public Utilities prior to flushing, testing or using fire hydrants located within the COUNTY, except for use during emergency incidents.
- D. To ensure that the CORPORATION receives full credit for having access to a working set of fire hydrants, the COUNTY agrees that it will repair any non-working fire hydrants within sixty (60)

days of being notified by the CORPORATION that a fire hydrant is not working. The CORPORATION shall notify the Columbus County Public Utilities Department a minimum of (5) five days in advance of any scheduled live bum training event if the CORPORATION intends to use a Columbus County fire hydrant, and shall provide the address and date of the training event, in order to meet the required water demands for the training event.

Section 1.15 15. Emergency Disaster Response-

A. The CORPORATION agrees to participate jointly with the COUNTY in responses associated with natural disasters. The CORPORATION shall follow the approved Columbus County Emergency Operations Plan when responding to an emergency or natural disaster.

(a) 16. State of Emergency-

A. All response operations shall be managed in accordance with the Columbus County Emergency Operations Plan. The COUNTY requests that the CORPORATION, when available to assist with the following services, but not limited to, before, during, and following times of emergency/disaster:

B. Debris Removal; Debris Clearance; Traffic Control; Alert and Notification; Search and Rescue; Evacuation; and other lifesaving and property protection measures as necessary.

Section 1.16 17. Emergency Medical Services-First Responders-

A. If the CORPORATION elects to provide Emergency Medical Service response in their approved response district, it shall be done in accordance with the policies and procedures set forth by the Columbus County Department of Emergency Services and Medical Control.

Section 1.17 18. Criminal History Record Checks-

A. The CORPORATION shall follow the requirements as stated in 153A-233 and 153A-234 regarding criminal history background checks on all new department applicants. The criminal history record check shall be conducted and evaluated as provided in G.S. 143B-943 hereby attached and incorporated by reference (Exhibits III, I X, X)

(a) 19. Driver's License Check-

A. The CORPORATION should participate in development of a uniform procedure for conducting a review of the driver's license record of each member and/or employees at least once each fiscal year.

Section 1.18 20. Columbus County Chiefs Association-

A. The CORPORATION agrees to participate jointly with the COUNTY in attending Chiefs Association and membership meetings. The CORPORATION agrees to work towards having representatives present at the monthly Chiefs Association and membership meetings.

ARTICLE II

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, COLUMBUS COUNTY has caused this instrument to be executed by the Chairman of the COMMISSIONERS and attested by the Clerk of the COMMISSIONERS, and duly signed by the Chairman of the CORPORATION's Board of Directors, and Fire Chief.

Name: DONNIE M LIVINGSTON
12-29-23

Signed: Donnie M Livingston

Chairman, Board of Directors
Hallsboro Volunteer Fire Department

Printed Name:

Date:

Signed:

Name: ERBIE JUE TYLER
12-29-23

Signed: Erbie Jue Tyler

Chief
Hallsboro Volunteer Fire Department

Printed Name :

Date:

Signed:

Fire Chief

COLUMBUS COUNTY Signed:

Date: _____

Ricky Bullard, Chairman
Columbus County Board of
Commissioners

Approved as to form:

Date: _____

Signed: _____

Amanda Prince
Columbus County Attorney

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

Date: _____

Signed: _____

Lacie Jacobs

Columbus County Finance Officer

STATE OF NORTH CAROLINA COUNTY OF

COLUMBUS

This day of _____, 2023, personally came before me, _____ a Notary Public of Columbus County, Jana Nealey, who being by me duly sworn, says that she knows the official seal of the Board of Commissioners of Columbus County, and is acquainted with Ricky Bullard, who is Chairman of said Board of Commissioners of Columbus County, and that she, the said Jana Nealey, is the Clerk of the said Board of Commissioners of Columbus County, and saw the Chairman sign the foregoing instrument, and saw the said official seal of said Board of Commissioners of Columbus County affixed to the said instrument in the presence of said Chairman of said Board of Commissioners of Columbus County, all by order of said Board.

WITNESS my hand and official seal or stamp, this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires on the _____ day of _____

G.S. § 10B-41 NOTARIAL CERTIFICATE FOR ACKNOWLEDGMENT

Columbus County, North Carolina

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

Donnie M. Livingston
Name(s) of principal(s)

Date: 12/29/23

G.S. § 10B-41 NOTARIAL CERTIFICATE FOR ACKNOWLEDGMENT

Columbus County, North Carolina

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

Erbie Joe Tyler
Name(s) of principal(s)

Date: 12/29/2023

Notary Public
Columbus Co., North Carolina
My Commission Expires Oct. 10,
2025

printed or typed me

Penny L. Grainger
Official Signature of Notary

IN Notary Public Notary

My commission expires: 10/10/2025

Agenda Item #14: EMERGENCY SERVICES – APPROVAL of the MEMORANDUM of UNDERSTANDING (MOU) with COLUMBUS COUNTY SCHOOLS regarding EVACUATION RESOURCES:

Emergency Services Director David Ransom requested approval of the MOU with Columbus County Schools to provide licensed bus drivers to drive busses in the event of an emergency evacuation.

MOTION:

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

MEMORANDUM OF UNDERSTANDING BETWEEN
COLUMBUS COUNTY AND THE
COLUMBUS COUNTY BOARD OF EDUCATION

WHEREAS, COLUMBUS COUNTY ("County"), and the COLUMBUS COUNTY BOARD OF EDUCATION ("Board"), have mutual interests in preparing for and responding to disasters and other events during a state of emergency; and

WHEREAS, Columbus County Emergency Services is responsible for coordinating the operation and planning of the Emergency Management functions of the County; and

WHEREAS, the Board owns and operates school buses and is willing to make such buses available for emergency management purposes; and

WHEREAS, the County desires to lease buses from the Board for emergency evacuations and other emergency operations; and

WHEREAS, the Board has authority to permit the use of its school buses for emergency management purposes under N.C.G.S. § 115C-242(6).

WHEREAS, both the County and the Board recognize and intend that these mutual covenants and agreements be interpreted in accordance with Chapter 166A of the North Carolina General Statutes, including but not limited to N.C.G.S. § 166A-19.60 and N.C.G.S. § 166A-19.61.

WHEREAS, the County and the Board have the authority to enter into and abide by this Memorandum of Understanding (MOU)..

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Application: The bus leases described in this MOU will only be permitted for emergency management purposes in any state of disaster or local state of emergency declared under Chapter 166A of the North Carolina General Statutes, and/or for the purpose of testing emergency management plans. This bus lease includes State and or Activity buses.

2. Obligations of the COUNTY:
 - a. The County will be responsible for issuing evacuation and/or disaster orders and for the operation of vehicles needed for emergency transportation. The Columbus County Emergency Services Director will act as coordinator with the Board for the purposes of this MOU.
 - b. The County will be responsible for reimbursing the Board for providing qualified and licenses bus drivers (Columbus Co. Schools) buses during an emergency. In no event shall any reimbursement paid exceed the actual expenditures incurred.
 - c. The County will be responsible for all operating and maintenance costs of buses, including fuel, incurred during or as a result of use of Columbus County buses during an emergency. In no event shall any reimbursement paid exceed the actual expenditures incurred. The Board shall not be liable for the operating cost, any compensation claims or any tort claims resulting from the use of Columbus County buses during an emergency.
 - d. The County may lease Columbus County buses, with the Board's permission, for the purpose of testing emergency management plans; however, the County will be responsible, and the Board shall not be liable, for the operating costs, any compensation claims or any tort claims resulting from such testing.
 - e. The County shall pay \$1.00 to the Board for the lease of buses as provided in this MOU.
3. Obligations of the BOARD:
 - a. After meeting its responsibilities to faculty, students and staff, if feasible, in accordance with Chapter 166A of the North Carolina General Statutes, the Board shall permit County upon request to lease certain Columbus County buses on a temporary basis to aid in emergency operations or testing of emergency management plans, in accordance with N.C.G.S. § 115C-242(6).
 - b. The Board will designate a School Bus Emergency Coordinator to coordinate with the County's representative regarding the use of Columbus County School buses.
 - c. Upon request by the County, Columbus County personnel may be hired as independent contractors by the County to assist with the emergency response. The decision to contract with any of these personnel will be approved on a case-by-case basis in the sole discretion of the Superintendent or designee.
4. Condition of Vehicles: A representative from the County and a representative from the Board will jointly conduct a pre-occupancy survey of each school bus to inspect and record any existing damage or conditions before it is turned over to the County. The County will exercise reasonable care while using Columbus County School buses and will make no modifications to the buses without the express written approval of the School Bus Emergency Coordinator.
5. Returning the Buses: Before the County returns the buses, a representative from the County and a representative from the Board, or designee, will jointly conduct a post occupancy survey to inspect and record any damage or conditions proximately caused by the County's use of the buses. As nearly as practicable, the County will return the buses in the same or similar condition as it received them, less ordinary wear and tear.
6. Reimbursement: The County will be responsible for repairing damage (reasonable wear and tear expected) to Columbus County School buses resulting from the operations of the County in connection with this Memorandum of Understanding (MOU).

Reimbursement for damage will be based on repair or replacement at actual cost. The County will reimburse the Board for any bona fide expenditure of personnel required to operate the buses, including overtime costs for such personnel. The County also will reimburse the Board for actual, out-of-pocket operations costs, including fuel and supplies, to the extent that such costs would not have been incurred but for the County's use of the buses. The Board will submit any request for reimbursement to the County within sixty (60) days after the buses are returned. Any request for reimbursement for supplies or operational costs must be accompanied by

receipts and/or supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with time sheets, and/or the dates and hours worked by Columbus County School personnel.

7. Animals: The Columbus County Emergency Services Director and the School Bus Emergency Coordinator shall agree on a plan regarding the transportation of animals on Columbus County School buses. Only crated animals may be transported.

8. Liability: This MOU is based on the provisions of Chapter 166A, including but not limited to the immunity provisions of G.S. § 166A-19.60 and G.S. § 166A-19.61, as well as other statutory and common law provisions concerning sovereign and/or governmental immunity. The County agrees to provide insurance coverage to Columbus County School equipment and personnel engaged in emergency operations on the same terms as otherwise applicable to other County vehicles and personnel, including any provisions relating to sovereign and/or governmental immunity, as normally applicable to County vehicles and personnel used in emergency management operations.

9. No Third-Party Beneficiary Rights: This MOU is not intended to create any rights of a third-party beneficiary. No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, any party to this MOU.

10. Governing Law: Severability: This MOU is governed by the laws of the State of North Carolina. Nothing in this MOU is intended to conflict with current laws or regulations of the United States of America, State of North Carolina, or any local government ordinances of Columbus County, North Carolina. If any term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this

Memorandum of Understanding as of the day and year written below.

COLUMBUS COUNTY Signature:

By:_____

Title:_____

Date: _____

COLUMBUS COUNTY BOARD OF EDUCATION

Signature:  _____

By: _____
Title: Chairman

By:

Title:

Date: _____

Agenda Item #15: PUBLIC UTILITIES – APPROVAL of the WATER DISTRICT V SYSTEM DEVELOPMENT FEES and SUPPORTING DOCUMENTS:

Public Utilities Director Harold Nobles is requesting approval of the System Development Fees for Water and Sewer District V and the following documents:

- a. Resolution to Adopt the Columbus County Water District V System Development Fee Analysis
- b. Resolution to Adopt the Columbus County Water District V System Development Fee Capital Reserve Fund
- c. Ordinance amending the Columbus County Public Utility Rates and Fee Schedule and Budget for Water District V
- d. Amended Columbus County Public Utility Rates and Fee Schedule

MOTION:

Commissioner Smith made a motion to put on **HOLD**, seconded by Commissioner Featherson. The motion unanimously passed.

Agenda Item #16: ECONOMIC DEVELOPMENT – APPROVAL of the ECONOMIC INCENTIVE GRANT for PROJECT ACCESS:

Economic Development Director Gary Lanier requested approval of the Economic Incentive Grant for Project Access.

MOTION:

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

SAMPLE Columbus County Incentive Calculations
(based on historical calculations)

Columbus County Incentive Grant Proposal Calculation Sheet

Project:	Access Building – complete 2024	Equipmt Yr 1 (3 yr Dep)	Equipmt Yr 2 (2023)	Yr 3 (2024)	Yr 4 (2025)	Yr 5 (2026)	Total Tax Base	Yr End:
Year 1	\$1,100,000	\$ 514,000					\$ 1,614,000	2024
Year 2	\$1,100,000	\$ 342,667					\$ 1,442,667	2025
Year 3	\$1,100,000	\$ 171,334					\$ 1,271,334	2026
Year 4	\$1,100,000	\$ -					\$ 1,100,000	2027
Year 5	\$1,100,000	\$ -					\$ 1,100,000	2028
Year 6							\$ -	2029
Year 7							\$ -	2030
County Tax Rate:	0.605							

Tax Year	County Property Taxes Paid on Investment**	Percentage	Grant Amount	Net property taxes paid
Tax Year 1 (end of 2024)	\$ 12,993	85%	\$11,044	\$1,949
Tax Year 2	\$ 11,613	80%	\$9,291	\$ 2,323
Tax Year 3	\$ 10,234	75%	\$7,676	\$ 2,559
Tax Year 4	\$ 8,855	70%	\$6,199	\$ 2,657
Tax Year 5	\$ 8,855	70%	\$6,199	\$ 2,657
Tax Year 6	\$ -		\$0	\$ -
Tax Year 7	\$ -		\$0	\$ -
Total over 5 year period	\$ 52,550		\$40,407	\$12,143

**Hypothetical does not include detailed depreciation schedules, which will affect property taxes paid and incentives grant awarded, and does not include any personal property such as delivery trucks, forklifts, etc which have not been identified at this point.

This is only a proposal. All incentives must be approved by Columbus County Board of Commissioners. The requirement of creating a minimum number of jobs has been dropped, but the number created may influence the decision by the Commissioners.

Additional Incentives

Reduced Building Inspection Fees :	TBD
Other (Water Connection Fees)	N/A
Total local Incentives =	\$40,407

Agenda Item #17: ATTORNEY’S OFFICE – APPROVAL of the PLAT and CORRECTIVE DEED for the RIEGELWOOD PARK:

County Manager Eddie Madden requested approval of the Plat and Corrective Deed for the Riegelwood Park

MOTION:

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

****THIS TO BE RECORDED IN THE REGISTER OF DEEDS****

Agenda Item #18: FINANCE – APPROVAL of the NOVEMBER 2023 PROJECT:

Finance Director, Lacie Jacobs, requested approval of the November 2023 Financial Report.

MOTION:

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

COUNTY OF COLUMBUS
FINANCIAL SUMMARY REPORT
November 2023

Percent of Year Complete: 41.67%

GENERAL FUND (Annual Operating Budget)	FY 23/24	ACTUAL YTD	BALANCE	% COLLECTED
REVENUES	BUDGET	TOTALS	REMAINING	YTD
AD VALOREM TAXES	39,356,952	23,631,641	15,725,311	60.0%
COURT	125,000	34,343	90,657	27.5%
SALES TAX	14,051,521	2,473,308	11,578,213	17.6%
TAX ADMINISTRATION REVENUES	37,675	-	37,675	0.0%
NC JCPC PROGRAM - TEEN COURT	77,477	19,137	58,340	24.7%
ELECTION FEES	120	417	(297)	347.3%
REGISTER OF DEEDS	418,500	299,466	119,034	71.6%
SHERIFF	2,197,000	205,629	1,991,371	9.4%
DETENTION CENTER	802,000	46,566	755,434	5.8%
EMERGENCY MANAGEMENT	182,637	3,710	178,927	2.0%
INSPECTION	600,000	218,964	381,036	36.5%
ANIMAL CONTROL	35,000	18,017	16,984	51.5%
AIRPORT	523,400	220,438	302,962	42.1%
ECONOMIC DEVELOPMENT/PLANNING	46,000	4,050	41,950	8.8%
COOPERATIVE EXTENSION	1,200	2,137	(937)	178.1%
SOIL CONSERVATION	30,800	2,772	28,028	9.0%
DEPARTMENT OF AGING REVENUES	1,733,735	434,354	1,299,381	25.1%
HEALTH DEPARTMENT	3,771,341	1,076,164	2,695,177	28.5%
SOCIAL SERVICE	8,411,067	2,121,016	6,290,051	25.2%
VETERANS SERVICE	2,000	-	2,000	0.0%
PUBLIC SCHOOLS	21,000	5,907	15,093	28.1%
LIBRARY	228,848	58,662	170,186	25.6%
RECREATION	31,600	30,803	797	97.5%
MISCELLANEOUS REVENUES	1,265,940	715,324	550,616	56.5%
TRANSFER FROM REVENUES	689,751	-	689,751	0.0%
FUND BALANCE APPROPRIATED	2,548,820	-	2,548,820	0.0%
Total General Fund Revenues	77,189,384	31,622,825	45,566,559	41.0%

GENERAL FUND (Annual Operating Budget)	FY 23/24	ACTUAL YTD	BALANCE	% EXPENSED
EXPENDITURES	BUDGET	TOTALS	REMAINING	YTD
GOVERNING BODY	308,362	114,597	193,765	37.2%
ADMINISTRATION	1,042,881	1,028,375	14,506	98.6%
PERSONNEL	642,621	406,464	236,157	63.3%
FINANCE	893,804	320,140	573,664	35.8%
TAX DEPARTMENT	1,912,335	692,074	1,220,261	36.2%
LEGAL DEPARTMENT	578,685	493,177	85,508	85.2%
NC JCPC PROGRAM - TEEN COURT	77,477	26,962	50,515	34.8%
COURT FACILITIES	434,406	166,914	267,492	38.4%
ELECTIONS	527,987	172,079	355,908	32.6%
REGISTER OF DEEDS	567,141	245,636	321,505	43.3%
MANAGEMENT INFORMATION SYSTEM	492,864	221,564	271,300	45.0%
CENTRAL GARAGE	131,972	4,223	127,749	3.2%
PUBLIC BUILDINGS - ALL OTHER	2,402,478	672,224	1,730,254	28.0%
SHERIFF'S DEPARTMENT	10,361,224	4,032,222	6,329,002	38.9%
LAW ENFORCEMENT CENTER	4,408,538	1,734,471	2,674,067	39.3%
EMS	31,250	10,000	21,250	32.0%
EMERGENCY SERVICES	3,727,474	1,200,003	2,527,471	32.2%
CORONER MEDICAL EXAMINER	30,000	15,600	14,400	52.0%
ANIMAL CONTROL	708,548	267,518	441,030	37.8%
AIRPORT	685,979	276,055	409,924	40.2%
INSPECTIONS	470,789	171,111	299,678	36.3%
ECONOMIC DEVELOPMENT/PLANNING	541,845	158,980	382,865	29.3%
COOPERATIVE EXTENSION	613,749	104,249	509,500	17.0%
SOIL CONSERVATION	335,813	130,586	205,227	38.9%
DEPARTMENT OF AGING	2,832,292	1,058,154	1,774,138	37.4%
HEALTH DEPARTMENT	6,826,154	2,043,475	4,782,679	29.9%
SOCIAL SERVICES ADMINISTRATION	10,651,483	3,718,929	6,934,554	34.9%
PUBLIC ASSISTANCE PROGRAMS	2,424,103	974,156	1,449,947	40.2%
VETERANS SERVICE OFFICER	172,695	68,853	103,842	39.9%
EDUCATION	16,609,156	5,540,282	11,068,874	33.4%
LIBRARY	1,757,288	656,815	1,100,473	37.4%
RECREATION	588,201	208,276	379,925	35.4%
SPECIAL APPROPRIATIONS	863,846	527,851	335,995	61.1%
TRANSFER TO	2,535,944	-	2,535,944	0.0%
Total General Fund Expenditures	77,189,384	27,460,015	49,729,369	35.6%
Total Revenue over/(under) Expenditures	-	4,162,810		

COURTHOUSE RENOVATION PROJECT				
	FY 23/24	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
COURTHOUSE CAP PROJ REVENUES	7,917,194	7,917,485	(291)	100%
<u>EXPENDITURES</u>				
PRIOR YEAR EXPENDITURES		2,153,844		
COURTHOUSE CAP PROJ EXPENDITURES		1,817,118		
	7,767,194	3,970,963	3,796,231	51%
<hr/>				
HUD SECTION 8 RENTAL ASSISTANCE				
	FY 23/24	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	1,953,324	865,546	791,669	44%
<u>EXPENDITURES</u>				
	1,953,324	901,340	1,051,984	46%
<hr/>				
TRANSPORTATION				
	FY 23/24	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	1,260,186	57,436	1,202,750	5%
<u>EXPENDITURES</u>				
	1,260,186	291,816	968,370	23%
<hr/>				
DEBT SERVICE				
	FY 23/24	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	32,642,244	-	32,642,244	0%
<u>EXPENDITURES</u>				
	32,642,244	653,024	31,989,220	2%
<hr/>				
WATER DISTRICTS I-V				
	FY 23/24	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
WATER DISTRICT I	871,210	313,896	557,314	36%
WATER DISTRICT II	1,456,143	478,437	977,706	33%
WATER DISTRICT III	783,165	277,230	505,935	35%
WATER DISTRICT IV	927,325	302,383	624,942	33%
WATER DISTRICT V	843,416	388,039	455,377	46%
COMBINED WATER DISTRICT TOTALS	4,881,259	1,759,985	3,121,274	N/A
<u>EXPENDITURES</u>				
WATER DISTRICT I	871,210	200,318	670,892	23%
WATER DISTRICT II	1,456,143	262,100	1,194,043	18%
WATER DISTRICT III	783,165	176,830	606,335	23%
WATER DISTRICT IV	927,325	192,796	734,529	21%
WATER DISTRICT V	843,416	207,812	635,604	25%
COMBINED WATER DISTRICT TOTALS	4,881,259	1,039,857	3,841,402	N/A
<hr/>				
SOLID WASTE				
	FY 23/24	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	6,750,052	3,166,357	3,583,695	47%
<u>EXPENDITURES</u>				
	6,750,052	1,773,447	4,976,605	26%
<hr/>				
Excess revenue over/(under) expenditures	-	1,392,909		
<hr/>				
FIRE DEPARTMENTS				
	FY 23/24	YTD	BALANCE	% Collected
<u>REVENUES</u>	<u>BUDGET</u>	<u>TOTALS</u>	<u>REMAINING</u>	<u>YTD</u>
	1,781,537	1,226,705	554,832	69%
<u>EXPENDITURES</u>				
Ad Valorem Taxes	1,781,537	1,148,199	633,338	64%

AMBULANCE AND RESCUE UNITS	FY 23/24 BUDGET	YTD TOTALS	BALANCE REMAINING	% Collected YTD
REVENUES	728,090	464,283	263,807	64%
EXPENDITURES				
Ad Valorem Taxes	728,090	105,113	622,977	14%

CASH & INVESTMENTS

Cash:

Central Depository - Truist	13,675,674
Central Depository - NCCMT	28,314,593
Water Districts - \$8,039,889	
Solid Waste - \$10,067,881	

Investments:

Truist	5,068,712
First Citizens Wealth Management	6,101,212
United Bank - CD	339,432
Dana Investments/TD Ameritrade	884,322
Multi Bank Securities	575,061
First Bank - CDs	2,138,503

FUND BALANCE

General Fund:

Unavailable Fund Balance (per auditors)	7,223,150
Committed and Assigned Fund Balance	14,960,943
Unassigned Fund Balance	18,095,424
Total Fund Balance	40,279,517

General Fund Total Expenditure Budget	77,189,384
Unassigned fund balance as % of Gen. Fd. Expend.	23.4%

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

Total Grants received year to date for fiscal year 2023-2024
Through date of last Board meeting 1,409,223

Agenda Item #19: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS: STAFF is REQUESTING APPOINTMENTS, REAPPINMENTS or REPLACEMENTS to the FOLLOWING BOARDS, COMMITTEES AND COUNCILS.

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

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

COMMITTEE	ZONE /EB	PERSON(S)	EXP. DATE	BOARD ACTION
Airport Authority	II	Alex N. Jordan	10/20/2023	HOLD
Airport Authority	III	VACANT		Kyle Peacock Appointed

Airport Authority	V	William C. Cox III	10/20/2023	Reappoint
Airport Authority	VI	Frank Horne	10/20/2023	Ken Clark Appointed
Airport Authority	VII	Kyle Peacock	10/20/2023	Paul Pridgen Appointed
Animal Control Advisory Council	II	Robert Adams	12/05/2023	Derina
Board of Adjustments	VI	Vacant		Chris Ward Appointed
Board of Adjustments	VII	Vacant	6/30/2023	Josh McPherson Appointed
Board of Health	At Large	Pat Ray (RN)	12/31/2023	Reappointed
Board of Health	II	Brent Lawson (Dentist)	12/31/2023	Reappointed
Voluntary Agricultural District Board	II	Craig Fisher	6/30/2023	Reappointed
Lower Cape Fear Water and Sewer Authority	EB	Chris Smith	12/30/2023	Reappointed

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

MOTION:

At 8:00 P.M. a Motion was made by Lavern Coleman and second by Commissioner Floyd to recess regular session and enter into Columbus County Water and Sewer Districts I, II, III, IV and V.

Agenda Item #20: APPROVAL of WATER and SEWER COMBINATION MINUTES:

- December 4th, 2023 (5 sets)

MOTION:

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

ADJOURN COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV AND V MEETING and then RESUME REGULAR SESSION.

MOTION:

Commissioner Watts made a motion to adjourn, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #21: COMMENTS:

A. Board of Commissioners

Commissioner Featherson commented:

A Happy New Year and thank the Utilities Department with the way they handled the difficult time with the leak during the holidays.

Commissioner Floyd commented:

I like to wish everyone a Happy New Year.

Commissioner Smith commented:

I would like to wish everyone a Happy New Year as well and I'd like to say since I have been on this board in 2020, we have been through a lot of obstacles together and I am quite proud of how we have all handled it and I hope this year is smooth.

Commissioner Coleman commented:

I would like to also wish everyone a Happy New Year and thank our employees for everything they do. A special thanks to Public Utilities as well for how hard you worked recently to get the water fixed.

Vice Chairman Byrd commented:

I have a few things to mention:

- I had mentioned before about recognizing Ralph Spaulding for Black History Month Mr. Madden would you please let me know which meeting. He has some family that will be coming from up North.

Mr. Madden responded that the February 5th meeting would suffice.

- The ramp builders from the Baptist Association has built 76 ramps in the last year. I would like to have a dinner for them to celebrate their accomplishments, mingle with them, and have time to actually speak with them. I would like for all of the board members and press to be invited and have it at the Baptist Church.

Commissioner Watts commented:

Happy New Year to everyone and thank Mrs. Gail and the whole department during the leak situation keeping the communication open and doing a great job of handling it.

Chairman Bullard commented:

Thanks to Mrs. Gail, Harold, and Chris for keeping everything together while taking care of that situation. It has already been an entire year and we have had many accomplishments and I'd like for you to take care of one another and to pray for one another. We all go through trials and I know I need it as well.

B. County Manager

County Manager Eddie Madden commented:

Just a few reminders:

- Our Office will be closed January 15th, 2024 for Martin Luther King Jr. Holiday.
- We will resume our regular session meeting on Tuesday January 16th, at 5:00 PM for closed session and 6:30 P.M. for regular session.
- I would like to know that the Sheriff's Office has stepped up security here within the last weeks. Sheriff Rogers has been a great help with that.
- We are about to be in budget season once again and we will soon let you know when we will be planning our workshops and so on.

Vice Chairman Giles E. Byrd also commented at this time:

Mr. Chairman before we adjourn and I have sat here tonight thinking about our conversations with Mr. Duncan with the Nakina Fire and Rescue Department about the subject of their insurance and we all know how important that is. I feel like maybe we should go ahead and advance him the \$12,500 or so that is owed to them anyway, I know they are supposed to get it on January 15th, but, that is 10 days and could make all the difference. I believe they are dealing with enough hardships right now and I want to show that we as a board want to do anything we can to help them succeed.

County Manager Eddie Madden stated that because this is not an agenda item or add-on that we must first make a motion to suspend the rules and then the motion to advance 50% of the contracted allocation from the month of December, 2023, to Nakina Fire and Rescue.

CHAIRMAN RICKY BULLARD CALLED for a MOTION to SUSPEND the RULES and add ITEM #21b to THIS AGENDA

MOTION:

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

Agenda Item #21b: APPROVAL to ADVANCE 50% of the CONTRACTED ALLOCATION to NAKINA FIRE and RESCUE for the MONTH of DECEMBER 2023:

MOTION:

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

Agenda Item #22: ADJOURNMENT:

MOTION:

At 8:10 P.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