

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Monday, October 2nd, 2023

5:45 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**

Lavern Coleman, **Vice Chairman**

Giles E. Byrd

Scott Floyd

Barbara Featherson

Brent Watts

Chris Smith

APPOINTEES PRESENT:

Amanda B. Prince, **Attorney**

Jana Nealey, **Clerk to the Board**

APPOINTEES ABSENT:

Eddie Madden, Jr., **County Manager**

Agenda Item #1: MEETING CALLED to ORDER:

At 5:15 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.

MOTION:

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

Agenda Item #2: CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A) (3) ATTORNEY-CLIENT PRIVILEGE.

RECESS CLOSED SESSION and enter into REGULAR SESSION

MOTION:

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

GENERAL ACCOUNT:

Attorney Amanda Prince gave the general account as follows:

The board discussed a matter of Attorney Client Privilege concerning an agreement.

MOTION:

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

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

Regular Session resumes at 6:30 P.M.

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

The invocation was delivered by Commissioner Smith. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Commissioner Byrd.

PUBLIC HEARINGS:

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

6:30 PM or as soon as can be heard - Public Hearing – regarding Re-zoning the International Logistics Park.

Motion to Close: 1- Byrd 2- Smith

6:30 PM or as soon as can be heard - Public Hearing – regarding Proposed Text Amendments to the Land Use Ordinance.

Motion to Close: 1- Watts 2- Feathersen

6:30 PM or as soon as can be heard - Public Hearing – regarding Text Amendments to the Land Use Ordinance Language.

Motion to Close: 1- Smith 2- Floyd

Agenda Item# 5: APPROVAL of AGENDA, TAX REFUNDS & RELEASES:

Chairman Bullard called for a motion to approve the agenda with the following add-ons, 8a Economic Development – Approval of the Agreement with the City of Whiteville, 8b Proclamation – Indigenous Peoples Day, 8c Proclamation – Domestic Violence Awareness Month, 17a Reappointment of Gwen Joy to the Jury Commission, and the Tax Refunds and Releases for 10/2/23.

MOTION:

Commissioner Byrd made a motion to approve the Agenda with discussed Add-ons and Taxes, Refunds, and Releases, seconded by Vice Chairman Coleman. The motion unanimously passed.

Tax Refunds and Releases

<i>Refunds</i>			Amount: \$0.00
Bethea Tameca	PROPERTY: 00000		Total: \$1,000.00
Value: \$0.00	Year: 18-22	Account: 12-03611	Bill#: 99999
Refund user fee no trash. Used for storage.			
<i>Refunds</i>			Amount: \$28.17
Buffkin, James Dewey Jr & Mabel	PROPERTY: 00000		Total: \$61.24
Value: \$0.00	Year: 2023	Account: 15-07262	Bill#: 23814
Refund value of boat. Junked. Refund Col Rescue(.70) refund Acme Delco(4.20)			
<i>Refunds</i>			Amount: \$0.00
Coleman, Reno	PROPERTY: 00000		Total: \$1,000.00
Value: \$0.00	Year: 19-23	Account: 16-01931	Bill#: 99999
Refund user fees. Paid for years and home unliveable.			

<i>Refunds</i>			Amount: \$0.00
Cribb, Christopher Scott	PROPERTY: 00000		Total: \$1,003.00
Value: \$0.00 Year: 17,19-	Account: 09-03842		Bill#: 99999
Refund user fees. Only has 3 cans paid for 4.			
<i>Refunds</i>			Amount: \$0.00
David L. & Judy M. Parker	PROPERTY: 00000		Total: \$200.00
Value: \$0.00 Year: 2023	Account: 15-02927		Bill#: 23504
Refund user fees. Overbilled for trash cans.			
<i>Refunds</i>			Amount: \$506.3
5			
Edwards, Emma Lee	PROPERTY: 00000		Total: \$572.88
Value: \$0.00 Year: 2022	Account: 13-02841		Bill#: 22193
Refund portion of value. Damaged from hurrican. Refund Columbus Rescue(12.58)			
refund District Levy CR(50.32)			
<i>Refunds</i>			Amount: \$0.00
Evans, April Marie	PROPERTY: 00000		Total: \$200.00
Value: \$0.00 Year: 2022	Account: 03-04929		Bill#: 22419
Refund user fee. Dbilled on land act#03-05670			
<i>Refunds</i>			Amount: \$0.00
Gore, Roy S (ETAL)	PROPERTY: 00000		Total: \$1,011.00
Value: \$0.00 Year: 16-	Account: 07-00835		Bill#: 99999
Refund user fees back to Columbus County Tax Office. Vacant land and will be applied to outstanding balance			
<i>Refunds</i>			Amount: \$0.00
Grice, John	PROPERTY: 00000		Total: \$10.69
Value: \$0.00 Year: 2023	Account: 04-00230		Bill#: 23280
Refund Whiteville City. IS not located in city.			
<i>Refunds</i>			Amount: \$308.2
5			
Hannah, William Harrison II	PROPERTY: 00000		Total: \$338.86
Value: \$0.00 Year: 2021	Account: 09-00104		Bill#: 71028
Refund portion of value overlapped with #15999. Refund Columbus Rescue(7.64)			
refund Williams Fire(22.97)			
<i>Refunds</i>			Amount: \$0.00
Harrelson, Patricia Savage	PROPERTY: 00000		Total: \$400.00
Value: \$0.00 Year: 20-21	Account: 07-02332		Bill#: 99999
Refund user fees. No power since 11-4-19			
<i>Refunds</i>			Amount: \$0.00
Hester, Phyllis	PROPERTY: 00000		Total: \$200.00
Value: \$0.00 Year: 2023	Account: 01-07894		Bill#: 23309
Refund user fee. Vacant land no can.			
<i>Refunds</i>			Amount: \$0.00
McPherson, Marc Allen & Gary Michael	PROPERTY: 00000		Total: \$200.00
Value: \$0.00 Year: 2022	Account: 09-02766		Bill#: 22453
Refund user fee. Swmh billed on Act#09-03430			
<i>Refunds</i>			Amount: \$0.00
Moore, Patricia Faye	PROPERTY: 00000		Total: \$200.00
Value: \$0.00 Year: 2023	Account: 15-02280		Bill#: 23468
Refund user fee. Trash can double billed on swmh 15-100401			
<i>Refunds</i>			Amount: \$36.23
Moore, Shirley A	PROPERTY: 00000		Total: \$40.73
Value: \$0.00 Year: 2022	Account: 14-03340		Bill#: 22476
Refund portion of value double billed with #27101. Refund Columbus Rescue(.90)			
refund Roseland(3.60)			
<i>Refunds</i>			Amount: \$318.5
7			

Noble, Keith O'Brien & Amy W

Value: \$0.00

Year: 2023

Refund value should have been in land use. Refund Col Rescue(7.36) refund Roseland Fire(32.35)

Refunds

PROPERTY: 00000

Account: 13-05074

Amount: \$358.28

Bill#: 23486

Total: \$358.28

Amount: \$36.23

O'Halloran, Edward & Gail

Value: \$0.00

Year: 2023

Refund portion of value double billed with #27101. Refund Columbus Rescue(.90) refund Roseland(3.60)

Refunds

PROPERTY: 00000

Account: 14-03340

Amount: \$40.73

Bill#: 83995

Total: \$40.73

Amount: \$0.00

Royals Properties, LLC

Value: \$0.00

Year: 18-22

Refund user fees. Land is vacant.

Refunds

PROPERTY: 00000

Account: 03-00960

Amount: \$1,000.00

Bill#: 99999

Total: \$1,000.00

Amount: \$0.00

Skipper, Louise

Value: \$0.00

Year: 18-22

Refund user fees.House unliveable.

Refunds

PROPERTY: 00000

Account: 01-05751

Amount: \$1,000.00

Bill#: 99999

Total: \$1,000.00

Amount: \$0.00

Stevenson, Carolyn Lena

Value: \$0.00

Year: 2023

Refund user fee. Vacant land no can.

Refunds

PROPERTY: 00000

Account: 12-26937

Amount: \$197.00

Bill#: 23637

Total: \$197.00

Amount: \$0.00

Thomas, Sufronia

Value: \$0.00

Year: 19-22

Refund user fees. Overcharged can. Only has 1.

Refunds

PROPERTY: 00000

Account: 03-25137

Amount: \$800.00

Bill#: 99999

Total: \$800.00

Amount: \$0.00

Ward, Kaitlynn Mills

Value: \$0.00

Year: 2023

Refund user fee. Vacant land

Refunds

PROPERTY: 00000

Account: 06-03486

Amount: \$200.00

Bill#: 23703

Total: \$200.00

Amount: \$69.50

Ward, Teresa

Value: \$0.00

Year: 2022

Refund property balue of boat . dbilled.Refund Columbus Rescue(1.72) refund Brinswick Fire(6.05)

Refunds

PROPERTY: 00000

Account: 02-02263

Amount: \$77.27

Bill#: 22720

Total: \$77.27

Amount: \$0.00

Williamson, Hilda Skipper

Value: \$0.00

Year: 18-22

Refund user fees. No power to home

Refunds

PROPERTY: 00000

Account: 01-02150

Amount: \$1,000.00

Bill#: 99999

Total: \$1,000.00

Amount: \$0.00

NAME # User Fee	Account # Late List	Date District	Amount Released Discount	Property Value TOTAL	Year	Bill#	Property
Bethea Tameca 22 2755 Macedonia Church Rd Evergreen, NC 28438	12-03611 99999	10/2/2023 00000	\$0.00 \$1,000.00	\$0.00 \$0.00	18-		\$0.00 \$1,000.00
Refund user fee no trash. Used for storage.							
Buffkin, James Dewey Jr & Mabel 07262 0\$0.00 159 Big Branch Rd Delco, NC 28436	15- 10/2/2023 \$33.07	\$28.17 \$0.00	\$0.00 \$61.24	2023	238144	00000	\$0.0
Refund value of boat. Junked. Refund Col Rescue(.70) refund Acme Delco(4.20)							
Coleman, Reno 23 621 Gapway Church Rd Tabor City, NC 28463	16-01931 99999	10/2/2023 00000	\$0.00 \$1,000.00	\$0.00 \$0.00	19-		\$0.00 \$1,000.00
Refund user fees. Paid for years and home unliveable.							

Cribb, Christopher Scott 21 200 I M Cribb Lane Chadbourn, NC 28431	09-03842 99999	10/2/2023 00000	\$0.00 \$1,003.00	\$0.00 17,19- \$0.00 \$0.00		\$0.00 \$1,003.00
Refund user fees. Only has 3 cans paid for 4.						
David L. & Judy M. Parker 02927 0\$0.00 109 Daisy Parker Lane Delco, NC 28436	15- 10/2/2023 \$0.00	\$0.00 \$0.00	\$0.00 \$200.00	2023 2350419	00000	\$200.0
Refund user fees. Overbilled for trash cans.						
Edwards, Emma Lee 02841 0\$3.63 5370 Joe Brown Hwy S Chadbourn, NC 28431 District Levy CR(50.32)	13- 10/2/2023 \$62.90	\$506.35 \$0.00	\$0.00 \$572.88	2022 2219318	00000	\$0.0
Refund portion of value. Damaged from hurrican. Refund Columbus Rescue(12.58) refund						
Evans, April Marie 04929 0\$0.00 4914 Old Tram Road Nakina, NC 28455	03- 10/2/2023 \$0.00	\$0.00 \$0.00	\$0.00 \$200.00	2022 2241902	00000	\$200.0
Refund user fee. Dbilled on land act#03-05670						
Gore, Roy S (ETAL) 99999 c/o Col Cty Tax Office Whiteville, NC 28472 outstanding balance	07-00835 00000	10/2/2023 \$1,011.00	\$0.00 \$0.00	\$0.00 16-17,20- \$0.00 \$0.00 22	\$1,011.00	
Refund user fees back to Columbus County Tax Office. Vacant land and will be applied to						
Grice, John 00230 0\$0.00 2629 Neils Eddy Rd Riegelwood, NC 28456	04- 10/2/2023 \$10.69	\$0.00 \$0.00	\$0.00 \$10.69	2023 2328001	00000	\$0.0
Refund Whiteville City. IS not located in city.						

NAME Property #	Account # User Fee	Date Late List	Amount Released District	Discount	Property Value TOTAL	Year	Bill#
Hannah, William Harrison II 00104 0\$0.00 25 FM Watts Rd Whiteville, NC 28472 Williams Fire(22.97)	09- 10/2/2023 \$30.61	\$308.25 \$0.00	\$0.00 \$338.86		2021 71028	00000	\$0.0
Refund portion of value overlapped with #15999. Refund Columbus Rescue(7.64) refund							
Harrelson, Patricia Savage 21 798 Poley Bridge Church Rd Nakina, NC 28455	07-02332 99999	10/2/2023 00000	\$0.00 \$400.00	\$0.00	\$0.00 20- \$0.00 \$0.00	\$0.00	\$400.00
Refund user fees. No power since 11-4-19							
Hester, Phyllis 07894 0\$0.00 461 Krissy Prease Rd Whiteville, NC 28472	01- 10/2/2023 \$0.00	\$0.00 \$0.00	\$0.00 \$200.00		2023 2330975	00000	\$200.0
Refund user fee. Vacant land no can.							
McPherson, Marc Allen & Gary Michael 02766 0\$0.00 6544 Old Stake Rd. Clarendon, NC 28432	09- 10/2/2023 \$0.00	\$0.00 \$0.00	\$0.00 \$200.00		2022 2245392	00000	\$200.0
Refund user fee. Swmh billed on Act#09-03430							
Moore, Patricia Faye 02280 0\$0.00 226 Lennon Rd Delco, NC 28436	15- 10/2/2023 \$0.00	\$0.00 \$0.00	\$0.00 \$200.00		2023 2346845	00000	\$200.0
Refund user fee. Trash can double billed on swmh 15-100401							
Moore, Shirley A 03340 0\$0.00 700 Mable Spaulding Rd Whiteville, NC 28472 Roseland(3.60)	14- 10/2/2023 \$4.50	\$36.23 \$0.00	\$0.00 \$40.73		2022 2247684	00000	\$0.0
Refund portion of value double billed with #27101. Refund Columbus Rescue(.90) refund							
Noble, Keith O'Brien & Amy W 05074 0\$0.00 810 N Elm Street Chadbourn, NC 28431 Fire(32.35)	13- 10/2/2023 \$39.71	\$318.57 \$0.00	\$0.00 \$358.28		2023 2348630	00000	\$0.0
Refund value should have been in land use. Refund Col Rescue(7.36) refund Roseland							
O'Halloran, Edward & Gail 03340 0\$0.00 700 Mable Spaulding Rd Whiteville, NC 28472 Roseland(3.60)	14- 10/2/2023 \$4.50	\$36.23 \$0.00	\$0.00 \$40.73		2023 83995	00000	\$0.0
Refund portion of value double billed with #27101. Refund Columbus Rescue(.90) refund							
Royals Properties, LLC 22 2837 Old Cribbtown Rd Chadbourn, NC 28431	03-00960 99999	10/2/2023 00000	\$0.00 \$1,000.00	\$0.00	\$0.00 18- \$0.00 \$0.00	\$0.00	\$1,000.00
Refund user fees. Land is vacant.							
Skipper, Louise 22 1388 Smyrna Rd Whiteville, NC 28472	01-05751 99999	10/2/2023 00000	\$0.00 \$1,000.00	\$0.00	\$0.00 18- \$0.00 \$0.00	\$0.00	\$1,000.00
Refund user fees.House unliveable.							
NAME # User Fee	Account # Late List	Date District	Amount Released Discount	Property Value TOTAL	Year	Bill#	Property
Stevenson, Carolyn Lena 26937 0\$0.00 108 Harbor Drive Columbia, SC 29229	12- 10/2/2023 \$0.00	\$0.00 \$0.00	\$0.00 \$197.00		2023 2363782	00000	\$197.0
Refund user fee. Vacant land no can.							
Thomas, Sufronia 22 3911 Ervin T Richardson Rd Nakina, NC	03-25137 99999	10/2/2023 00000	\$0.00 \$800.00	\$0.00	\$0.00 19- \$0.00 \$0.00	\$0.00	\$800.00
Refund user fees. Overcharged can. Only has 1.							
Ward, Kaitlynn Mills 03486 0\$0.00 3770 Will Inman Road Tabor City, NC 28463	06- 10/2/2023 \$0.00	\$0.00 \$0.00	\$0.00 \$200.00		2023 2370392	00000	\$200.0
Refund user fee. Vacant land							
Ward, Teresa 02263 0\$0.00	02- 10/2/2023 \$7.77	\$69.50 \$0.00	\$0.00 \$77.27		2022 2272092	00000	\$0.0

1473 Rough & Ready Rd Whiteville, NC 28472 Fire(6.05)	Refund property balue of boat . dbilled.Refund Columbus Rescue(1.72) refund Brinswick						
Williamson, Hilda Skipper 22 P.O. Box 571 Chadbourn, NC 28431	01-02150 99999	10/2/2023 00000	\$0.00 \$1,000.00	\$0.00 18- \$0.00 \$0.00	\$0.00 \$1,000.00		
Refund user fees. No power to home							

Agenda Item #6: **BOARD MINUTES APPROVAL:**

- a. August 10, 2023 (Special Called Meeting)
- b. September 5, 2023 (Water District Master Plan Presentation Workshop)
- c. September 11, 2023 (Special Called Meeting)
- d. September 18, 2023 (Regular Session)

MOTION:

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

Agenda Item #7: **PUBLIC INPUT:**

**No Public Input*

Agenda Item #8: **ADMINISTRATION – APPROVAL to RESCHEDULE a PUBLIC HEARING REGARDING the 2023 CDBG NEIGHBORHOOD REVITALIZATION PROGRAM GRANT APPLICATION:**

Joshua Outlaw from the Adams Company is requesting to establish a public hearing on October 16th, 2023, at 6:30 P.M., or as soon as can be heard regarding the 2023 CDBG Neighborhood Revitalization Grant Application.

MOTION:

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

Agenda Add-On #8a: **ECONOMIC DEVELOPMENT – APPROVAL of the AGREEMENT with THE CITY OF WHITEVILLE:**

Attorney Amanda Prince requested approval of the agreement with the city of Whiteville for economic development purposes.

- b) In the event the facility located on the property is destroyed and insurance proceeds are recovered for the loss, the County will receive from the City the sum of \$348,500.00 from the insurance proceeds;
 - c) In the event the purchase of the property fails to materialize, the County will recover from the City the full amount of the Economic Development Grant provided to the City.
3. This Agreement shall continue through the duration of the period of the proposed Lease between the City and Provalus and any extensions thereto and for so long as the City retains title to the property.
4. This Agreement may be amended by Resolution of the City Council and the County's Board of Commissioners.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS INTERLOCAL AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

(SIGNATURE PAGE TO FOLLOW)
CITY OF WHITEVILLE

By: _____
MAYOR

ATTEST:

CITY CLERK

COUNTY OF COLUMBUS

By: _____
CHAIRMAN

ATTEST:

CLERK TO THE BOARD



AGREEMENT FOR PURCHASE AND SALE
OF IMPROVED REAL PROPERTY

ARTICLE I REALTOR'S NORTH CAROLINA ASSOCIATION OF REALTORS

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between City of Whiteville,
NC a(n)body politic of the State of North Carolina ("Buyer"), and

(individual or State of formation and type of entity)

~~NRCO LLC a (n) NC Limited~~
~~a (n) NC Limited Liability Company~~ ("Seller").

(individual or tate of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) (Address)127 West Columbus Street, Whiteville, NC 28472
1.96 acres of the parcel 060648

Plat Reference: _____, Lot(s) Block or Section as
shown on Plat Book or Slide 112/84 at Page(s) 044/049 Columbus County County, consisting of 1.96 acres.

If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: _____
060648 and,

- (ii) some or all of the Property, consisting of approximately 1.96 acres, is described in Deed Book 1277
Page No. 985, Columbus County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$697,000.00 (b) "Purchase Price" shall mean the sum of

six hundred ninety-seven thousand
payable on thefollowing terms:

\$0 (i) "Earnest Money" shall mean zero Dollars

_____ or terms as follows:

The Earnest Money shall be deposited in escrow with _____
(name of person/entity with whom

deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which

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This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS', Inc.
REALTOR@

STANDARD FORM 580-T
Revised 7/2022
© 7/2022

Buyer Initials Seller Initials

the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this

Agreement by notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$_____ (ii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of

_____ Dollars being
payable over a term of years, with an amortization period of years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of percent (-0/0) per annum in the amount of \$_ with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set

forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ 697,000.00 (iii) Cash, balance of Purchase Price, at Closing in the amount of

six hundred ninety-seven thousand

Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

- (c) **"Closing"** shall mean the date of completion of the process detailed in Section 1 1 of this Agreement. Closing shall occur on or before 11/16/2023 or no later than 90 days from the Contract Date, with Closing to be scheduled following conditions on Exhibit B
- (d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on

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Seller Initials

STANDARD FORM 580-T

Revised 7/2022 (0 7/2022)

TIME IS OF THE ESSENCE AS TO THE EX4MINATION PERIOD.

- (f) **"Broker(s)"** shall mean:
- CBC Sun Coast Partners, LLC

("Listing Agency"),

Kelly L Stuart

("Listing Agent" — License #290969)

Acting as: Seller's Agent; Dual Agent

and

("Selling Agency"),

("Selling Agent"- License #

Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

"Seller's Notice Address" shall be as follows:

18 Fuller Street, Whitevme, NC 28472

e-mail address:leshigh0491@gmail.com fax number:

except as same may be changed pursuant to Section 12.

(h) "Buver's Notice Address" shall be as follows:

0 Box 607

17 S Madison Street hiteville, NC 28472

e-mail address:dcurrie@ci.whiteville.nc.us fax number:

except as same may be changed pursuant to Section 12.

- (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- (j)If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581 -T) attached hereto and incorporated herein by reference.
- (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 58 IA-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, and/or Exhibit C, as applicable, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant

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compliance, and the following:

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure,

confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 1 1 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) Title Examination: After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to

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standard exceptions and Permitted Exceptions.

(b) Same Condition: If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) Inspections: Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a

good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.

Section 7. Leases (Check one of the following, as applicable):

- ☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.
- ☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases"), and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on Exhibit C. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on Exhibit C;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant, could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or

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the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

- (e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, non-disturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances,

materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage [Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section II. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be

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delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section I(g) as to Seller, and in Section I(h) as to Buyer, or at such other addresses as specified by written notice delivered in

accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1 (g) as to Seller, and in Section I (h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section I(g) as to Seller, and in Section I (h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The

invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) Seller Knowledge/Assessments: Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property, or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

one

Note: For purposes of this Agreement: (i) a "special assessment" is assessed as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) Compliance: To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) Owners' Association: If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs

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any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section I(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorney's Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION
MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN
ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE

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FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLNA REAL ESTATE ATTORNEY BEFORE YOU
SIGN IT.

BUYER:

Individual

Date:

SELLER:

Individual

Date:

Date: _____

Date: _____

By:

(Name of Entity)

By:

of 9 (Name of Entity)

Name: Terry Mann

Name: Leslie T High and Stuart High Rogers

Title: Mayor

Title: President and Secretary

Date: _____

Date:

City of Whiteville

NRCO, LLC

ARTICLE IIWIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to veriñ' the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Escrow Agent) Date: By:

Escrow Agent's contact/notice information is as follows:

e-mail address: fax number:

except as same may be changed pursuant to Section 12.

Exhibit A

ARTICLE IIIAGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND 1.96
ACRES AT
127 W Columbus Street, Whiteville, NC



Seller InitialsExhibit B

Buyer Initials

Agreement for Purchase and Sale of Real Property and 1.96 Acres at 127 W
Columbus Street, Whiteville, NC

The Purchase of the property is contingent on the following:

- 1. Columbus County Government funding half the purchase price of the building as previously discussed in closed session with both governing bodies present.
- 2. Project Cirrus receiving final approval from the state.
- 3. Project Cirrus entering into a lease agreement with the City of Whiteville on the building.

- 4. Transaction qualifies for and is submitted to the IRS under Section 170 of the tax code, crediting the Owners with the \$100,000 difference between the Sales price and the Appraisal price of the property.
- 5. Any monies received from an insurance claim related to a recent lightning strike will be deposited into escrow with the closing attorney to be credited to the Buyer at closing for building maintenance and repair.

Agenda Add-On #8b: PROCLAMATION – INDIGENOUS PEOPLES’ DAY:
Pamela Young Jacobs is requesting approval of the proclamation for Indigenous Peoples Day.

MOTION:
Commissioner Byrd made a motion to approve, seconded by Commissioner Smith. The motion unanimously passed.



Columbus County Proclamation
PROCLAMATION CELEBRATING INDIGENOUS PEOPLES’ DAY

WHEREAS, Indigenous Peoples’ Day was first proposed in 1977 by a delegation of Native Nations to the International Conference on Discrimination Against Indigenous Populations in the Americas; **and**

WHEREAS, a growing number of American counties have recognized the second Monday of October as an opportunity to celebrate indigenous resiliency; **and**

WHEREAS, the state of North Carolina recognizes the fact that Columbus County is built upon lands first inhabited by the Indigenous Peoples of this region; **and**

WHEREAS, Columbus County is home to the Waccamaw Siouan Tribe of North Carolina, one of the eight tribes recognized by the state of North Carolina; **and**

WHEREAS, the Waccamaw Siouan Tribe of North Carolina communities of Buckhead and St. James reside within Columbus County; **and**

WHEREAS, the ancestral home of the Waccamaw Siouan Tribe is located on the banks of Lake Waccamaw, where they resided for thousands of years; **and**


WHEREAS, Columbus County values the many contributions made to our community through Indigenous Peoples’ knowledge, stewardship of these lands, labor, technology, science, philosophy, and arts and the deep cultural contribution that has substantially shaped the character of Columbus County.

NOW, THEREFORE, BE IT RESOLVED, we, the Columbus County Board of Commissioners, do hereby proclaim the second Monday of October to celebrate Indigenous Peoples’ Day and strongly encourage public institutions, businesses, and organizations to celebrate Indigenous Peoples’ Day; reaffirming the County’s commitment to demonstrating appreciation of North Carolina’s first peoples.

Adopted this the 2nd day of October, 2023.

Agenda Add-On #8c: PROCLAMATION – DOMESTIC VIOLENCE AWARENESS MONTH:
Families First requested approval of the proclamation for Domestic Violence Awareness Month

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



Columbus County Proclamation

DOMESTIC VIOLENCE AWARENESS MONTH, October 2023

WHEREAS, 1 in every 3 teenagers, 1 in every 4 women, and 1 in every 6 men will experience domestic violence during their lifetime.

WHEREAS, approximately 15.5 million children are exposed to domestic violence every year.

WHEREAS, when a family member is abused, it can have long-term damaging effects on the victim that also leave a mark on family, friends, and the community at large.

WHEREAS, the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference.

WHEREAS, the crime of domestic violence violates an individual’s privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse.

WHEREAS, survivors should have help to find the compassion, comfort, and healing they need, and domestic abusers should be punished to the full extent of the law.

WHEREAS, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse.

WHEREAS, we encourage domestic violence survivors and their families to seek assistance from appropriate victims’ services organizations and the Families First, Inc. crisis hotline (910-641-0444), it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public understanding of this significant problem.

WHEREAS, local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education.

WHEREAS, everyone has the right to a safe and healthy relationship and to be free from abuse.

NOW, THEREFORE, Columbus County Board of Commissioners, do hereby proclaim October **2023**, Domestic Violence Awareness Month throughout the county of Columbus and urge our community to work toward ending domestic violence by empowering people to develop healthier relationships, assisting victims in accessing the information and supportive services they need, creating better and more resources for people in need, instituting effective intervention and

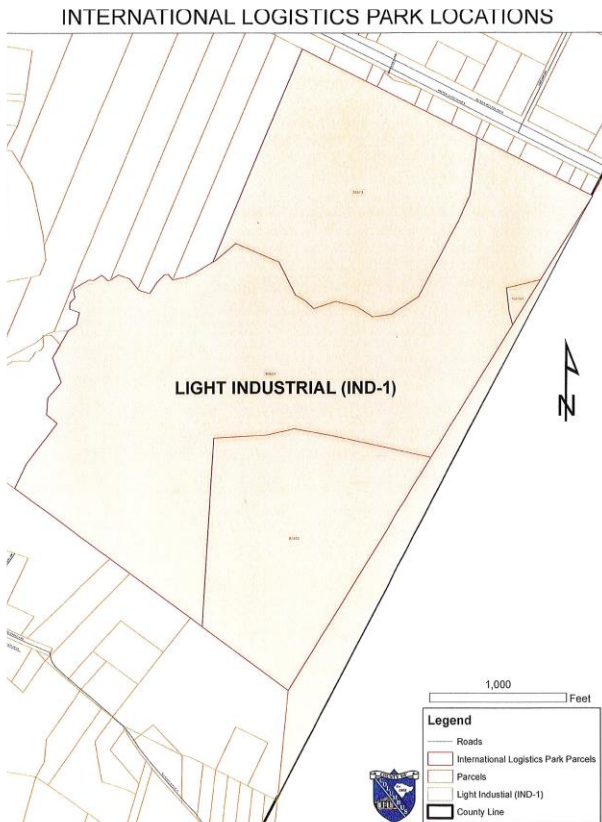
prevention policies and engaging in discussions with family members and peers to promote awareness and prevention of the quiet epidemic of domestic violence.

Agenda Item #9: PLANNING DEPARTMENT – APPROVAL of REZONING the INTERNATIONAL LOGISTICS PARK:

Planning Director Gary Lanier presented the 2nd reading and requested approval of re-zoning the International Logistics Park from General Use (GU) to Light Industrial (IND-1).

MOTION:

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



Agenda Item #10: PLANNING DEPARTMENT – APPROVAL of the PROPOSED TEXT AMENDMENTS to the LAND USE ORDINANCE:

Planning Director Gary Lanier presented the 2nd reading and requested approval of proposed text amendments to the Land Use Ordinance.

MOTION:

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

Columbus County
BOARD OF COMMISSIONERS

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



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

ORDINANCE AMENDING THE COUNTY OF COLUMBUS ZONING MAP AND ZONING ORDINANCE TEXT TO ESTABLISH DATA STORAGE FACILITIES

THAT WHEREAS, the County has enacted a set of regulations within the County's jurisdiction; and

WHEREAS, in order to conform with changes in State Statute, it is necessary from time to time for the Planning Board and Board of Commissioners to consider appropriate revisions, modifications and updates to the County's development regulations; and

WHEREAS, the Planning Board recommended adoption of Logistics Park rezoning (parcels 28573, 102407, 94501, 87262 and part of tract in Brunswick County) to IND-1 and associated text amendment for the inclusion of Data Storage Facilities therein and finds that (i) it is consistent with the County's 2012 Comprehensive Land Use Plan and (ii) that it is in the public interest because it will advance the public health, safety, and/or welfare of Columbus County. More specifically, the proposed zoning district and text amendment is consistent with industrial policy (3) "Industrial park development is the County's desired pattern of industrial development" and public facilities land use policy (17) "Columbus County supports directing more intensive land uses to areas that have existing or planned infrastructure; and

WHEREAS, the Board of Commissioners conducted a duly advertised public hearing on the proposed amendments at their Regular Meeting on October 2, 2023; and

WHEREAS, the Board of Commissioners hereby finds that the proposed amendment is in the public interest because it will advance the public health, safety, and/or welfare of Columbus County. More specifically, the proposed zoning district and text amendment is consistent with industrial policy (3) "Industrial park development is the County's desired pattern of industrial development" and public facilities land use policy (17) "Columbus County supports directing more intensive land uses to areas that have existing or planned infrastructure.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Columbus that the attached zoning and text amendments are hereby adopted and shall become effective immediately.

Adopted this 2nd day of October 2023.



Columbus County Planning Board
Statement of Plan Consistency and Zoning Recommendation
(As per NC General Statute 160D-604)

Prior to consideration by the governing board of the proposed amendment, the planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan. The planning board shall provide a written recommendation to the governing board that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board.

(NCGS 160D-604)

ZONING MAP AMENDMENT: IND-1 Zoning Request and Additions to Prohibitions and Definitions in Chapter 10, Sections 4 and 4.1 to Include Data Storage Facility to list of Approved Uses as a Text Amendment

STATEMENT OF CONSISTENCY AND RECCOMENDATION:

The Columbus County Planning Board hereby recommends approval of the proposed Logistics Park rezoning to IND-1 and associated text amendment for the inclusion of Data Storage Facilities therein and finds that (i) it is consistent with the County's 2012 Comprehensive Land Use Plan and (ii) that it is in the public interest because it will advance the public health, safety, and/or welfare of Columbus County. More specifically, the proposed zoning district and text amendment is consistent with industrial policy (3) "Industrial park development is the County's desired pattern of industrial development" and public facilities land use policy (17) "Columbus County supports directing more intensive land uses to areas that have existing or planned infrastructure."

Agenda Item #11: PLANNING DEPARTMENT – APPROVAL of the TEXT AMENDMENTS to the LAND USE ORDINANCE removing LANGUAGE:

Planning Director Gary Lanier presented the 2nd reading and requested approval of proposed text amendments to the Land Use Ordinance removing criminalization language.

MOTION:

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

Please see proposed amendment below. Items shown in underline text are new language to be considered. The proposed amendment is included in Section 4 of the County's Zoning Ordinance (p. 47-48). The amendment includes a restriction on the manufacturing and storage of explosives and identifies a data storage facility as a permissible use in the district.

48 Chapter 10 – Land Use

Section 4. IND-1 Industrial District.

The IND-1 Industrial District is established as a district in which the principal use of land is for industries which can be operated in a relatively clean and quiet manner and which will not be obnoxious to adjacent residential, institutional, or business districts. The manufacturing, processing, fabrication, and/or bulk storage of acetylene gas (except for use on premises), ammunition, explosives, fireworks, gunpowder, jute, or matches shall be prohibited in the IND-1 zoning district.

4.1 Permitted Uses:

- Animal hospitals
- Assembly of farm products such as granaries and storage bins, but not fertilizer or tallow plants.
- Automobile service
- Building materials, storage and sale, but not including saw mills.
- Carpenter shops
- Construction contractor's office and/or storage yards
- Dairy products processing
- Data Storage Facilities are used primarily for the storage, generation, distribution, management, processing, and/or transmission of digital data. Such facilities typically contain computer, technological, or network equipment, systems, servers, appliances, and/or associated components related to the storage of digital data and its generation, distribution, management, processing, and/or transmission. Data storage facilities generally include office support facilities as well as a variety of utility support structures including but not limited to substations, generator systems, antennas, utility poles, and towers.
- Dry cleaning and laundry plants
- Electrical and industrial equipment repair and servicing
- Farm machinery assembly, repair and sales
- Food processing

Columbus County

BOARD OF COMMISSIONERS

COMMISSIONERS

RICKY BULLARD, CHAIRMAN

LAVERN COLEMAN, VICE CHAIRMAN


GILES E. BYRD

CHRIS SMITH

BRENT WATTS

SCOTT FLOYD

BARBARA FEATHERSON



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

ORDINANCE AMENDING THE COUNTY OF COLUMBUS CODE OF ORDINANCES TO REMOVE CRIMINALIZATION LANGUAGE FROM LAND USE REGULATIONS

THAT WHEREAS, the County has enacted a set of regulations within the County's jurisdiction; and

WHEREAS, in order to conform with changes in State Statute, it is necessary from time to time for the Planning Board and Board of Commissioners to consider appropriate revisions, modifications and updates to the County's development regulations; and

WHEREAS, the County desires to update its ordinances to conform with Session Law 2021-138; and


WHEREAS, at the duly held meeting on September 14, 2023, the Planning Board recommended adoption of the proposed amendments; and


WHEREAS, the Board of Commissioners conducted a duly advertised public hearing on the proposed amendments at their Regular Meeting on October 2, 2023; and

WHEREAS, the Board of Commissioners hereby finds that the proposed amendment is in the public interest because it will conform local regulations with state law.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Columbus that the attached amendments are hereby adopted and shall become effective immediately.

Adopted this 2nd day of October 2023.

BY: 
Chairman

ATTEST:

Clerk

Chapter 1 General Provisions

Section 6. General Penalty; Continuing Violations; Ordinance Enforcement.

B. Violations of any provision of the chapters and sections of this Code shall be a misdemeanor and punishable as provided by G.S. 14-4 except as prohibited by G.S. 153A-123.

Chapter 5 – Buildings, Addressing and Abandoned Structures

Part 1 – Establishment of a Board of Inspections

County of Columbus is authorized to create an Inspections Department pursuant to N.C.G.S. 153A-350160D Article 11

Part 2 – Addressing

Section 2. Definitions

Subdivision: All divisions of a tract or a parcel of land into two (2) or more lots, building sites, or other divisions for the purpose of sale or building development (whether immediate or future) and includes all division of land involving the dedication of a new street or change in existing streets as outlined in G.S. 153A-335160D-802.

Part 4 – Abandoned Structures

Article 4. Regulated Activities and Procedure

Section 3. Notice, Hearing, Appeal, Lien on Property.

7. Advise that in addition to any and remedies above, the Columbus County Board of Commissioners may request criminal penalties in accordance with Subsection 6.1.C in the event a building is found to be unsafe as defined by G.S. 160D-1119.

Article 5. Administrative

Section 3. Penalty Provisions.

C. Criminal penalties: In addition to other remedies cited in this Ordinance, any person violating the provisions of this Ordinance as they relate to G.S. 160D-1119 regarding unsafe buildings shall be guilty of a Class 3 Misdemeanor and shall be subject to fines in accordance with GS 14-4. A fine of not more than one hundred and 00/100 (\$100.00) dollars for the first offense, two hundred and 00/100 (\$200.00) dollars for the second offense, and five hundred and 00/100 (\$500.00) dollars for each subsequent offense, is hereby established. Each day in which the violation occurs, or continues, shall constitute a separate offense.

Chapter 10 Land Use

Part 2 – Land Regulations Ordinance

Article 3

Agenda Item #12: SOIL and WATER CONSERVATION DISTRICT – APPROVAL of the 1st READING of the REVISIONS to the COLUMBUS COUNTY BEAVER BOUNTY PROGRAM BY-LAWS:

Columbus Soil and Water Conservation District Director Morgan Hayes requested approval of the 1st reading regarding revisions to the Columbus County Beaver Bounty Program By-Laws.

MOTION:

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

Columbus Soil & Water Conservation District – Beaver Bounty Committee Members Ones that are listed below attend or have not requested to be taken off Board New BYLAWS only require 7 only the Board.

Therefore, one per District and only 7members.

ARTICLE IVFranklin Blanton- District 1 appointment

- 160 Walter Shaw Rd
Evergreen, NC 28438
- (910) 640-7992

ARTICLE VJerry Freeman- District 3 appointment

- 5606 Hallsboro Rd. N Clarkton, NC
28433
- (910) 840-6601

ARTICLE VIJohn Deans- District 4 appointment

- 1311 Spivey Rd
Whiteville, NC 28472

- (910) 640-7197
- (910) 616 2972

ARTICLE VII Charles Milligan – District 5 appointment

- 1530 Swamp Fox Hwy E Tabor City,
NC 28463
- (910) 840-1306

ARTICLE VIII Charles Hinson – District 5 appointment

- 85 Mary White Rd
Whiteville, NC 28472
- (910) 770- 7305

ARTICLE IX James Worley Jr. – District 6 appointment

- 12067 Swamp Fox Hwy W Cerro
Gordo, NC 28430
- (910) 207-3225

ARTICLE X Dan Jones- District 6 appointment □ P.O

Box 100
Cerro Gordo, NC 28430
□ (910) 231-4717
(910) 207-3225

****Chris Smith and Scott Floyd do not have appointments****

**** Lavern Coleman has 1 appointment****

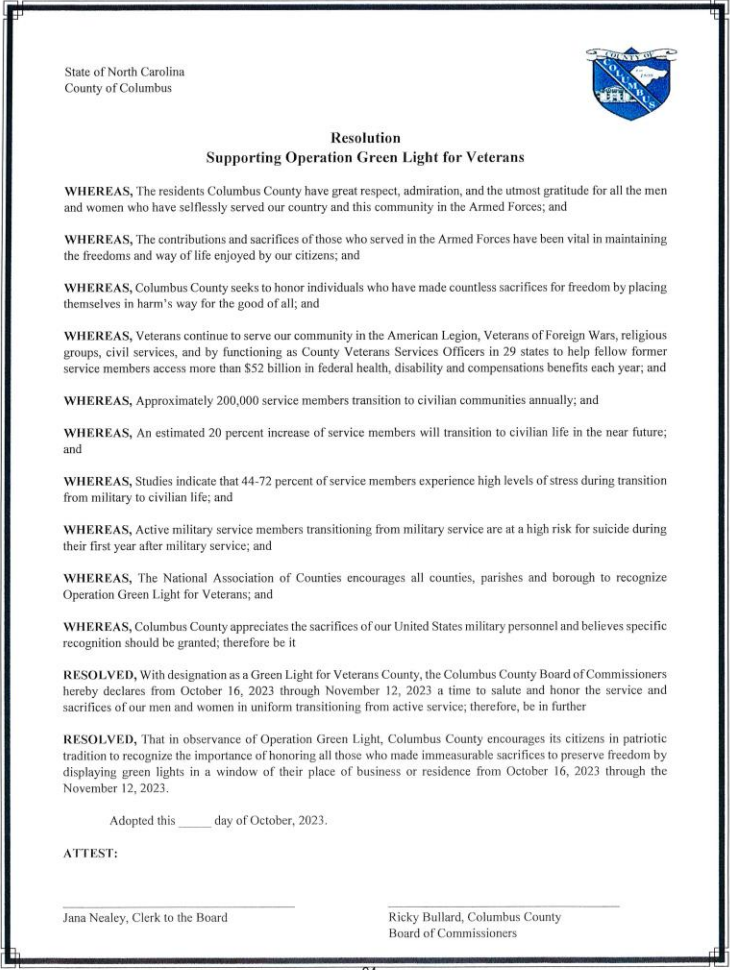
****Ricky Bullard, and Brent Watts have 2 appointments each****

Agenda Item #13: VETERANS SERVICES – APPROVAL of the RESOLUTION in SUPPORT of OPERATION GREEN LIGHT for VETERANS:

Assistant County Manager Gail Edwards requested approval of the resolution regarding Operation Green Light for Veterans

MOTION:

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



Agenda Item #14: EMERGENCY SERVICES – APPROVAL of the GRANT FUNDS for WEBEOC AGREEMENT and BUDGET AMENDMENT:

Emergency Services Director David Ransom requested approval of the Grant Funds in the amount of \$15,280 for WebEOC multi-year agreement and the budget amendment reflecting these funds.

MOTION:

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

Agenda Item #15: EMERGENCY SERVICES – APPROVAL of POINT and PAY SYSTEM that will ALLOW CUSTOMERS to MAKE ONLINE PAYMENTS:

Staff Attorney Amanda Prince is requested approval of the deed to be presented to the North Carolina State Forestry Service for property located at 1413 Chadbourn Hwy, Whiteville, NC 28472.

MOTION:

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

POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties

Point & Pay, LLC ("PNP")
A subsidiary of NAB, doing business in Delaware

Columbus County, NC

Terms
SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules
1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached client application ("Client Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 Payment types are Debit Cards, Credit Cards or electronic checks ("e-Check"). A "Debit Card" is a valid payment card with a VISA, Mastercard or Discover Network mark that is tied to a cardholder's bank account or a prepaid account and which is processed with or without the use of a PIN. A "Credit Card" is a valid payment card authorizing the cardholder to buy goods or services on credit and bearing the service mark of VISA, Mastercard, Discover Network or AXP. Client agrees to comply with and be subject to all rules and regulations of MasterCard International, Inc., ("MasterCard"), Visa International ("VISA"), Discover Network ("Discover Network"), American Express ("AXP") (collectively, the "Rules") and National Automated Clearing House Association rules and regulations ("NACHA Rules"), as they may exist or are modified from time to time and as applicable to Client's activities under this Agreement. Client also agrees to comply with all guidelines, policies and procedures for services provided to Client by PNP from time to time.

1.1.3 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate that uses the Services shall complete a Client Application prior to commencement of the Services after which PNP will recognize such Affiliate as the Client pursuant to all of the terms and conditions of the Agreement.

1.2 Client Representatives

patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials
Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user Customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering
Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicenseing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information
3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

PNP will provide Client's authorized representatives with a login and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or login information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, login information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions
All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder or checking account owner and the Client (provided that, with respect to applicable service or convenience fees charges, such portion of the transaction will be between Customer and PNP).

1.4 e-Check Transactions ACH Authorizations
1.4.1 Definitions
1.4.1.1 "ACH Entry" means any electronic funds transfer initiated through the ACH System resulting in a credit to a Designated Account ("Debit Entry") or a debit to a designated account ("Credit Entry").

1.4.1.2 "ACH System" means the automated clearinghouse or other system used for bulk file transfers;

1.4.2 e-Check Transactions. e-Check transactions are executed by creating or originating authorized ACH Entries using checking account information provided by a Customer. PNP will provide ACH origination services to Client relating to ACH Entries, pursuant to the terms of this Agreement and the NACHA Rules, with PNP's designated financial institution acting as an Originating Depository Financial Institution ("ODFI") with respect to such ACH Entries. In addition:
1.4.2.1 Client authorizes PNP and its designated ODFI to originate Entries on behalf of Client;

1.4.2.2 Client agrees to any restrictions on the types of ACH Entries that may be originated;

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions
The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply
If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival
The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties
4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

1.4.2.3 Subject to Section 8.3 below, Client acknowledges and agrees to the right of the PNP and its designated ODFI to terminate or suspend this Agreement for breach of the Rules in a manner that permits PNP and the ODFI to comply with the Rules;

1.4.2.4 Client acknowledges and agrees to the right of PNP and the ODFI to audit Client's compliance with the Agreement, including compliance with NACHA Rules; and

1.4.2.5 Client represents and warrants that it has the full authority and capacity to bind its Affiliates to the terms of the Agreement.

1.5 Service Promotion
Client will use reasonable efforts to promote the Services and build awareness of the Services with its Customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.6 Trademark License
PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.7 Client Logo License
Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee
PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers
4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit
IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment
PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions
PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

PNP and that a convenience or service fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation and Monthly Fees
If applicable, Client shall pay a one-time Activation Fee and Monthly Fees as set forth on the Client Application. If Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, all unpaid fees that would have been assessed in the first year of the Term shall become immediately due and payable.

2.3 Charge-backs and Returns
Unless otherwise specified in the Client Application, and without limiting any other rights it may have, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

2.4 ACH Debit of Fees
Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to convenience or service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License
Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign

5.4 Bank Actions
PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY
To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website which may be amended or modified at any time: <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY
Client agrees that PNP will be the exclusive provider of electronic payment services and that Client may not procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term
The initial term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates
8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service
PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part

thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, pandemics or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of North Carolina without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if

deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application
If to PNP: Point & Pay, LLC
110 State St. E, Suite D
Oldsmar, FL 34677

SECTION 13 MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will bind, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement, including, without limitation, the Rules and NACHA Rules. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

appropriation made for then-current year for the services/items covered by this Agreement is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by Consultant on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Client shall not be obligated under this Agreement beyond the date of termination

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

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Ser

Point & Pay, LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

PNP shall provide services and technical support to Client via telephone during regular business hours. Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Non-Appropriation

All funds for payment by Client under this Agreement are subject to the availability of any annual appropriation for this purpose by the Columbus County Board of Commissioners. In the event of non-appropriation of funds by the Board for the services provided under this Agreement, Consultant will terminate this Agreement, without termination charge or liability, on the last day of the then-current fiscal year or when the

PNP P-Document Services Agreement v01.0 rev 06/2020

5

point&pay

Client Application

Partner Code:

Account Representative: Mark Hooker

Submission Date: 9/18/2023

Card Readers: Quantity: 2 Type: Magtek - Encrypted Price per reader: 0.00

Target Live Date:

Client Profile

Client Legal Name as filed with the IRS: Columbus County, NC

Federal Tax ID: 56-6000289

DBA: Columbus County, NC

Physical Address: 127 W. Webster St.

City: Whiteville State: NC Zip: 28472

Phone # to display on customer receipts: 910-640-6610

Website Address: www.columbusco.org

Contacts

Primary Contact Name: Nick West

Primary Phone #: 910-640-6610

Primary Email: nwest@columbusco.org

Accounting Contact: Lacie Jacobs

Accounting Phone #: 910-640-6611

Accounting Email: finance@columbusco.org

Payment Types

☒ Visa ☒ MasterCard ☒ Discover ☒ AMEX ☒ Electronic Check

Fee Summary

1. ☐ Fees Absorbed by Client

2. ☒ Fees Paid by Customer

3. ☐ Tiered Fees

4. ☐ Custom Fees

1. Absorbed Credit Card Fees:
1. Absorbed E-check Fees:
1. Utility Program (Absorbed) ☐ Yes
1. Billing Contact Info:
2. ☐ Credit Card -- Flat Fee \$ 2.85 %
☒ Credit Card -- Percentage Fee ☐ Credit Card -- Minimum Fee \$ 2.00
☐ Credit Card -- Chargeback Fee \$
3. Credit Card - Tiered Fees:
Fee = \$ for payments between \$0.01 to \$50.00
Fee = \$ for payments between \$50.01 to \$100.00
Fee = \$ for payments between \$100.01 to \$150.00
Fee = \$ for payments between \$150.01 to \$200.00
Fee = \$ for payments between \$200.01 to \$250.00
Fee = \$ for payments between \$250.01 to \$300.00
Fee of an additional \$ for payments between the next \$50 range as outlined
Fee = \$ for payments between \$0.01 to \$100.00
Fee = \$ for payments between \$100.01 to \$200.00
Fee = \$ for payments between \$200.01 to \$300.00
Fee = \$ for payments between \$300.01 to \$400.00
Fee = \$ for payments between \$400.01 to \$500.00
Fee = \$ for payments between \$500.01 to \$600.00
Fee of an additional \$ for payments between the next \$100 range as outlined
4. Custom Fee Description:
2 Free Card Readers
Implementation Cost: \$2,000.00
Monthly Fee: Waived

1. Payment Method For Monthly Billing:
☐ Debit ☐ Online Credit Card
☐ Mail In Check

Software Partner

☒ Yes ☐ No Integration Type: Brightly Existing Integration With PNP: ☒ Yes ☐ No
Business Name: Brightly
Contact Name: Phone : Email:

Product Information

Product Name	Processing Channel	Total Annual Collections	Average Payment Amount	Highest Payment Amount
1 Inspections	<input checked="" type="checkbox"/> PNP POS <input type="checkbox"/> PNP IVR <input type="checkbox"/> PNP WEB <input type="checkbox"/> (SP) POS <input checked="" type="checkbox"/> (SP) WEB <input type="checkbox"/> BILL PAY	\$ 786,778.00	\$300.00	\$
2 Building Inspections	<input checked="" type="checkbox"/> PNP POS <input type="checkbox"/> PNP IVR <input type="checkbox"/> PNP WEB <input type="checkbox"/> (SP) POS <input checked="" type="checkbox"/> (SP) WEB <input type="checkbox"/> BILL PAY	\$	\$	\$
3 Building Permit Fees	<input checked="" type="checkbox"/> PNP POS <input type="checkbox"/> PNP IVR <input type="checkbox"/> PNP WEB <input type="checkbox"/> (SP) POS <input checked="" type="checkbox"/> (SP) WEB <input type="checkbox"/> BILL PAY	\$	\$	\$
4 Planning	<input checked="" type="checkbox"/> PNP POS <input type="checkbox"/> PNP IVR <input type="checkbox"/> PNP WEB <input type="checkbox"/> (SP) POS <input checked="" type="checkbox"/> (SP) WEB <input type="checkbox"/> BILL PAY	\$	\$	\$
5 Environmental	<input checked="" type="checkbox"/> PNP POS <input type="checkbox"/> PNP IVR <input type="checkbox"/> PNP WEB <input type="checkbox"/> (SP) POS <input checked="" type="checkbox"/> (SP) WEB <input type="checkbox"/> BILL PAY	\$	\$	\$
6 Fire Marshal	<input checked="" type="checkbox"/> PNP POS <input type="checkbox"/> PNP IVR <input type="checkbox"/> PNP WEB <input type="checkbox"/> (SP) POS <input checked="" type="checkbox"/> (SP) WEB <input type="checkbox"/> BILL PAY	\$	\$	\$
7	<input checked="" type="checkbox"/> PNP POS <input type="checkbox"/> PNP IVR <input type="checkbox"/> PNP WEB <input type="checkbox"/> (SP) POS <input checked="" type="checkbox"/> (SP) WEB <input type="checkbox"/> BILL PAY	\$	\$	\$
8	<input checked="" type="checkbox"/> PNP POS <input type="checkbox"/> PNP IVR <input type="checkbox"/> PNP WEB <input type="checkbox"/> (SP) POS <input checked="" type="checkbox"/> (SP) WEB <input type="checkbox"/> BILL PAY	\$	\$	\$
9	<input checked="" type="checkbox"/> PNP POS <input type="checkbox"/> PNP IVR <input type="checkbox"/> PNP WEB <input type="checkbox"/> (SP) POS <input checked="" type="checkbox"/> (SP) WEB <input type="checkbox"/> BILL PAY	\$	\$	\$
10	<input checked="" type="checkbox"/> PNP POS <input type="checkbox"/> PNP IVR <input type="checkbox"/> PNP WEB <input type="checkbox"/> (SP) POS <input checked="" type="checkbox"/> (SP) WEB <input type="checkbox"/> BILL PAY	\$	\$	\$

Banking Summary

Deposit Structure: ☐ Net Settlement ☒ Debit

If Debit: ☒ Same account in which funds were deposited ☐ Use specific account ending in

Product Name (or # from above)	Bank Name	Routing #	Account #	Acct Type
				<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
				<input type="checkbox"/> Checking <input type="checkbox"/> Savings
				<input type="checkbox"/> Checking <input type="checkbox"/> Savings
				<input type="checkbox"/> Checking <input type="checkbox"/> Savings
				<input type="checkbox"/> Checking <input type="checkbox"/> Savings
				<input type="checkbox"/> Checking <input type="checkbox"/> Savings
				<input type="checkbox"/> Checking <input type="checkbox"/> Savings
				<input type="checkbox"/> Checking <input type="checkbox"/> Savings
				<input type="checkbox"/> Checking <input type="checkbox"/> Savings
				<input type="checkbox"/> Checking <input type="checkbox"/> Savings

Notes

Signature

The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at [www.pointandpay.com/agreement](#).

Signature

Title

Name

Date

Agenda Item #16: FINANCE – APPROVAL of the MONTHLY REPORT for AUGUST 2023, CHANGE ORDER #1 for the HISTORIC COURTHOUSE, and BUDGET AMENDMENTS:

- Finance Director Lacie Jacobs requested approval of the Monthly Report for August 2023, change order #1 for the Historic Courthouse and the following budget amendments:
- a. Health (2)
 - b. Aging
 - c. DSS
 - d. Historic Courthouse – Change Order #1

MOTION:

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

COUNTY OF COLUMBUS			
FINANCIAL SUMMARY REPORT Percent of Year Complete: 16.67%			
August 2023			
GENERAL FUND (Annual Operating Budget) FY 23/24 ACTUAL YTD BALANCE % COLLECTED			
REVENUES BUDGET TOTALS REMAINING YTD			
AD VALOREM TAXES	39,356,952	14,317,684	25,039,268 36.4%
COURT	125,000	9,298	115,702 7.4%
SALES TAX	14,051,521	-	14,051,521 0.0%
TAX ADMINISTRATION REVENUES	37,675	-	37,675 0.0%
NC JCPC PROGRAM - TEEN COURT	77,477	12,747	64,730 16.5%
ELECTION FEES	120,417	(297)	347.3%
REGISTER OF DEEDS	418,500	96,912	321,588 23.2%
SHERIFF	2,197,000	49,622	2,147,378 2.3%
DETENTION CENTER	802,000	4,605	797,395 0.6%
EMERGENCY MANAGEMENT	182,637	3,385	179,252 1.9%
INSPECTION	600,000	94,713	505,287 15.8%
ANIMAL CONTROL	35,000	6,741	28,259 19.3%
AIRPORT	523,400	65,904	457,496 12.6%
ECONOMIC DEVELOPMENT/PLANNING	46,000	2,305	43,695 5.0%
COOPERATIVE EXTENSION	1,200	-	1,200 0.0%
SOIL CONSERVATION	30,800	1,912	28,888 6.2%
DEPARTMENT OF AGING REVENUES	1,733,735	79,162	1,654,573 4.6%
HEALTH DEPARTMENT	3,291,841	523,454	2,768,387 15.9%
SOCIAL SERVICE	8,273,412	637,709	7,635,703 7.7%
VETERANS SERVICE	2,000	-	2,000 0.0%
PUBLIC SCHOOLS	21,000	1,824	19,176 8.7%
LIBRARY	228,848	25,699	203,149 11.2%
RECREATION	31,600	26,045	5,555 82.4%
MISCELLANEOUS REVENUES	1,265,940	285,722	980,218 22.6%
TRANSFER FROM REVENUES	689,751	-	689,751 0.0%
FUND BALANCE APPROPRIATED	1,584,822	-	1,584,822 0.0%
Total General Fund Revenues	75,608,231	16,245,862	59,362,369 21.5

GENERAL FUND (Annual Operating Budget) FY 23/24 ACTUAL YTD BALANCE % EXPENSED			
EXPENDITURES BUDGET TOTALS REMAINING YTD			
GOVERNING BODY	306,362	51,873	254,489 16.9%
ADMINISTRATION	1,042,881	899,358	143,523 86.2%
PERSONNEL	639,621	335,182	304,439 52.4%
FINANCE	902,807	115,004	787,803 12.7%
TAX DEPARTMENT	1,912,335	289,101	1,623,234 15.1%
LEGAL DEPARTMENT	573,685	197,426	376,259 34.4%
NC JCPC PROGRAM - TEEN COURT	77,477	12,340	65,137 15.9%
FACILITY SERVICES	434,406	69,758	364,648 16.1%
ELECTIONS	527,987	70,056	457,931 13.3%
REGISTER OF DEEDS	567,141	77,872	489,269 13.7%
MANAGEMENT INFORMATION SYSTEM	492,864	106,873	385,991 21.7%
CENTRAL GARAGE	131,972	(558)	132,530 -0.4%
PUBLIC BUILDINGS - ALL OTHER	2,296,478	233,377	2,063,101 10.2%
SHERIFF'S DEPARTMENT	10,359,349	1,560,727	8,798,622 15.1%
LAW ENFORCEMENT CENTER	4,408,538	670,528	3,738,010 15.2%
EMS	31,250	-	31,250 0.0%
EMERGENCY SERVICES	3,627,474	463,651	3,163,823 12.8%
CORONER MEDICAL EXAMINER	30,000	5,500	24,500 18.3%
ANIMAL CONTROL	708,548	88,562	619,986 12.5%
AIRPORT	685,979	33,070	652,909 4.8%
INSPECTIONS	470,789	67,336	403,453 14.3%
ECONOMIC DEVELOPMENT/PLANNING	546,845	76,087	470,758 13.9%
COOPERATIVE EXTENSION	613,749	33,133	580,616 5.4%
SOIL CONSERVATION	335,813	51,905	283,908 15.5%
DEPARTMENT OF AGING	2,832,292	363,542	2,468,750 12.8%
HEALTH DEPARTMENT	6,351,108	727,898	5,623,210 11.5%
SOCIAL SERVICES ADMINISTRATION	10,399,802	1,459,825	8,939,977 14.0%
PUBLIC ASSISTANCE PROGRAMS	2,424,103	406,720	2,017,383 16.8%
VETERANS SERVICE OFFICER	172,695	27,093	145,602 15.7%
EDUCATION	16,459,156	3,028,770	13,430,386 18.4%
LIBRARY	1,692,736	274,581	1,418,155 16.2%
RECREATION	588,201	83,234	504,967 14.2%
SPECIAL APPROPRIATIONS	436,847	61,272	375,575 14.0%
TRANSFER TO	2,526,941	-	2,526,941 0.0%
Total General Fund Expenditures	75,608,231	11,941,095	63,667,136 15.8%
Total Revenue over/(under) Expenditures	-	4,304,767	

COURTHOUSE RENOVATION PROJECT FY 23/24 YTD BALANCE % Collected			
REVENUES BUDGET TOTALS REMAINING YTD			
COURTHOUSE CAP PROJ REVENUES	7,917,194	7,917,485	(291) 100%
EXPENDITURES			
PRIOR YEAR EXPENDITURES	2,153,844		
COURTHOUSE CAP PROJ EXPENDITURES	638,953		
	7,767,194	2,792,797	(638,953) 36%
HUD SECTION 8 RENTAL ASSISTANCE FY 23/24 YTD BALANCE % Collected			
BUDGET TOTALS REMAINING YTD			
REVENUES	1,953,324	161,182	791,669 8%
EXPENDITURES	1,953,324	352,097	1,601,227 18%
TRANSPORTATION FY 23/24 YTD BALANCE % Collected			
BUDGET TOTALS REMAINING YTD			
REVENUES	1,260,186	625	1,259,561 0%
EXPENDITURES	1,260,186	66,406	1,193,780 5%
DEBT SERVICE FY 23/24 YTD BALANCE % Collected			
BUDGET TOTALS REMAINING YTD			
REVENUES	32,642,244	-	32,642,244 0%
EXPENDITURES	32,642,244	326,244	32,316,000 1%
WATER DISTRICTS I-V FY 23/24 YTD BALANCE % Collected			
REVENUES BUDGET TOTALS REMAINING YTD			

BUDGET AMENDMENT FY 23/24

Name of Department: Columbus County Health Department

Agency Head Signature: Kimberly R Smith 09/12/23

Date Prepare / Submitted to Admin: September 12, 2023 Date Received in Admin:

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
10	4213	512100	COVID Salaries and Wages	\$20,000
10	4213	512700	COVID Longevity	\$2,000
10	4213	518100	COVID FICA	\$10,000
10	4213	518200	COVID Retirement	\$10,000
10	4213	518301	COVID Insurance	\$10,000
10	4213	526001	COVID Departmental Supplies	\$64,500
Total Net Expense				\$116,500

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
10	3581	430172	COVID Funding	\$116,500
Total Net Revenue				\$116,500

☐ This budget revision has been approved by the Columbus County Finance Office:

☐ This budget revision has been approved by the Columbus County County Manager:

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

Signature Date

Explanation of Increase or Decrease:
Additional COVID Funding AA716 Vaccination Program

BUDGET AMENDMENT FY 23/24

Name of Department: SOCIAL SERVICES

Agency Head Signature:

Date Prepare / Submitted to Admin: September 26, 2023 Date Received in Admin:

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
10	9600	560062	SPECIAL ADOPTIONS	\$78,499
Total Net Expense				\$78,499

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
10	3991	499101	FUND BALANCE ALLOCATED	\$78,499
Total Net Revenue				\$78,499

☐ This budget revision has been approved by the Columbus County Finance Office:

☐ This budget revision has been approved by the Columbus County County Manager:

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

Signature Date

Explanation of Increase or Decrease:
MOVING THE END OF YEAR BALANCE FROM FY 22/23 TO 23/24 FOR SPECIAL ADOPTIONS. THE STATE PRE-PAYS THESE FUNDS AND THEY CAN ONLY BE USED FOR ADOPTION PURPOSES.

AIA Document G701™ - 2017

Change Order

PROJECT: (Name and address)
Columbus County Courthouse
113 Courthouse Square
Whiteville, North Carolina 28472

CONTRACT INFORMATION:
Contract For: Columbus County Courthouse
Date: 12/21/2022

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 9/6/2023

OWNER: (Name and address)
Columbus County
127 West Webster Street
Whiteville, North Carolina 28472

ARCHITECT: (Name and address)
Coastal Architecture
4206 Bridges Street, Suite C
Morehead City, North Carolina 28557

CONTRACTOR: (Name and address)
Thomas Construction Group LLC
1022 Ashes Drive Suite 200
Wilmington, North Carolina 28405

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
AIA CO#1 Hereby incorporates the following PCO's:

Additional Fire Alarm	08/09/23	Approved	5 days	\$14,047.72
AOC Data Additions	08/09/23	Approved	30 days	\$66,380.83
Totals:			35 days	\$80,428.55

The original Contract Sum was \$ 6,641,000.00
The net change by previously authorized Change Orders \$ 0.00
The Contract Sum prior to this Change Order was \$ 6,641,000.00
The Contract Sum will be changed by this Change Order in the amount of \$ 80,428.55
The new Contract Sum including this Change Order will be \$ 6,721,428.55
The Contract Time will be increased by 35 days
The new date Substantial Completion will be 7/13/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Coastal Architecture
ARCHITECT (Firm name)
Lee Dixon
SIGNATURE
Lee Dixon President
PRINTED NAME AND TITLE
September 18, 2023
DATE

Thomas Construction Group LLC
CONTRACTOR (Firm name)
Michael Brisson
SIGNATURE
Michael Brisson Sr. Project Manager
PRINTED NAME AND TITLE
September 8, 2023
DATE

Columbus County
OWNER (Firm Name)
Edwin H. Madden, Jr.
PRINTED NAME AND TITLE
DATE

Agenda Item #17: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS: STAFF is REQUESTING APPOINTMENTS, REAPPINTMENTS 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
Board of Adjustments	III	Jerry Freeman	09/30/2023	HOLD
Board of Adjustments	IV	Ronald McPherson	09/30/2023	HOLD
Board of Adjustments	VI	Jonathan Williams (Vice Chair) (resigned)	09/30/2023	HOLD

Agenda Add-On #17a: APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS:
Clerk of Court Jess Hill is requesting Gwen Joy be reappointed to the Jury Commission.

COMMITTEE	ZONE/EB	PERSON(S)	EXP. DATE	BOARD ACTION
Jury Commission	EB	Gwen Joy (Commissioner’s Appt.)	6/30/2023	HOLD

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

MOTION:
At 7:05 P.M. a Motion was made by Commissioner Watts and second by Commissioner Featherson to recess regular session and enter into Columbus County Water and Sewer Districts I, II, III, IV and V.

Agenda Item #18: APPROVAL of WATER and SEWER COMBINATION MINUTES:
• September 18, 2023 (5 sets)

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

ADJOURN COMBINATION MEETING OF Columbus County Water and Sewer Districts I, II, III, IV AND V BOARD MEETING.

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

Agenda Item #19: COMMENTS:

A. Board of Commissioners

Commissioner Featherson presented a letter of recognition to the family of Wanda Galloway Davis:

I would like to read this in honor of Mrs. Wanda Davis.

October 2nd, 2023
The Family of Wanda Galloway Davis

Dear family members of Wanda Galloway Davis,

As a leader in this community, I realize that the success of this community depends on the people within it. The very definition of a Commissioner is an appointed official that represents the people within a specific group or area. Wanda Galloway Davis embodies the soul of the people I represent. Her service to the people of this community has not gone unnoticed. She volunteered for over three decades for community events, citizens during tragedies, and our senior citizens.

I understand that during holidays, she would take off time from work to make sure the community delivered food to senior citizens and Mrs. Davis herself would provide transportation for the senior citizens wherever they needed to go. Her efforts were not only for Seniors but for the youth in the community as well. She used her wisdom and guidance to encouraged our youth to stay on the right path in life.

Mrs. Davis served on many boards and community organizations. She was very loyal to the Columbus County Youth and Families Association and was a board member of the Columbus County DREAM Center for 32 years. Community and family were her passions!

I am honored to recognize Mrs. Wanda Davis and shed light on the citizens that make me proud to serve this community.

Sincerely,

Barbara Featherson

Commissioner Barbara Featherson

Commissioner Floyd commented:

I want to encourage everyone to go out and enjoy the fair next week.

Commissioner Watts commented:

- I would also like to encourage everyone to go out to the fair next week, there is a lot of work that goes in to that fair and we want you all to enjoy it.
- If anyone has canned goods to donate, we will take them, those really help the community and the fair board.
- I'd like to thank our Representative Brendan Jones for the work he did to get us the budget we need in this county and state. I appreciate what he has done.

Commissioner Byrd commented:

- With the fact that we have elections coming up very soon, and the changes that are in the election laws requires you all to have some kind of voter ID. If you do not, they will let you vote on what they call **a provisional ballot** and if you do not go back and prove or show them you are a valid voter with your ID, then that **ballot will not be counted**.
- It is very important that everyone get involved and help those who need a voter ID. You can go to the **Board of Elections and get an ID for free**. It is not mandatory that the address on your Driver's License match your voter ID but it would help if it did.
- Please, please get your ID. Even if you do absentee ballots, you still have to send a copy of your voter ID in with your ballot in order for it to count. They do maintain the privacy of an absentee voter but, they have to have an ID. We all need to get this information out so we can get out in the community and help people get their IDs so they can vote.

Vice Chairman Coleman commented:

- I'd like to thank our Representative Brendan Jones as well for the work he did for the budget
- Get out and enjoy life and community by going to the fair, life is too short to let it pass us by.
- Thanks again to all the county employees for what they do for us and the county, we would be lost without them.

Chairman Bullard commented:

- I would also like to everyone for the help they have given the county and thank you to Provolus for coming here and hopefully with help grow our county.

- I also would like to thank Representative Brendan Jones for all the hard work he has done for us and I am very thankful he is where he is. If anyone happens to see him, let him know how much he has brought to this area.
- Reminder the Fair Board dinner is this Thursday night at 6:30 P.M.
- The Columbus County Agricultural Fair Parade is on Monday, October 9, 2023, at 4:00 P.M. Contact Clerk Jana Nealey if you plan to participate.
- The Fair is open Tuesday, October 10, 2023, through Sunday, October 15th.
- We will have a Ribbon Cutting and Dedication Ceremony for the Downtown Campus on Monday, October 16, 2023, at 4:30 P.M. in front of the A Building.
- The ceremony for Heath Nance (District Court Judge) is this Wednesday, October 4, 2023, at 3:00 P.M., at the Courthouse.
- Thank you to Tina Worley at the Tax Office for decorating for fall at both entrances of this building.

Agenda Item #20: ADJOURNMENT:

MOTION:

At 7:21 P.M., Commissioner Smith made a motion to adjourn; seconded by Commissioner Floyd The motion unanimously passed.

JANA NEALEY, Clerk to the Board

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RICKY BULLARD, Chairman