

The Honorable Board of Columbus County Commissioners met in their said office at 111 Washington Street, Whiteville, NC, at 7:00 P.M., October 11, 1993, in accordance with a special called meeting by the Chairman.

BOARD MEMBERS PRESENT:

Samuel G. Koonce, Chairman

Mike Richardson, Vice-Chairman

A. Dial Gray, III

Sammie Jacobs

Lynwood Norris

C.W. Williams

Ed Worley

James E. Hill, Jr., Attorney

Roy L. Lowe, Administrator

Ida L. Smith, Clerk to Board

Chairman Koonce called the meeting to order and Roy L. Lowe, County Administrator, gave the invocation.

SOLID WASTE - CONTRACT AMENDMENT APPROVAL

Tom Hughes, spokesman from American Refuse Systems & Associates, requested the Board's permission to accept garbage from the Town of Burgaw and the County of Hoke at the Columbus County Landfill, due to the amount of space in the existing landfill which will have to be closed due to state regulations by early 1996. The County will receive \$5.00 per ton tipping fee for all garbage deposited at the Columbus County Landfill which is estimated to bring about \$8,395 per month to the Solid Waste Enterprise Fund.

A motion was made by Commissioner Richardson, seconded by Commissioner Williams and passed unanimously to allow American Refuse Systems & Associates to bring garbage from the Town of Burgaw and the County of Hoke to the Columbus County Landfill. Further, directed the County Attorney, James E. Hill, Jr., to draft an amendment to the existing Contract with ARS specifying the maximum amount of solid waste that will be accepted from other locations outside of Columbus County and present to the Board of Commissioners for approval.

LEASE - COLUMBUS COUNTY HOSPITAL

A motion was made by Commissioner Norris, and seconded by Commissioner Gray to approve the Columbus County Hospital Lease as presented by Attorney James E. Hill, Jr.

A substitute motion was made by Commissioner Worley, and seconded by Commissioner Richardson to approve the Columbus County Hospital Lease with the following changes:

5. Composition of Lessee.

(A) Paragraph 1

Delete: If, through death or resignation a vacancy occurs among the nine (9) members, the remaining eight (8) members shall search and select a successor.

Add: If a vacancy occurs among the nine (9) members, the eight (8) members will recommend a replacement to the Board of Commissioners and the Board has the right to accept or reject the recommendation.

The Chairman of the Columbus County Board of Commissioners is to fill the appointment as Commissioner on the Columbus County Hospital Board of Trustees, which will rotate when a new Chairman is appointed.

The maximum term for all Hospital Board Members is eight (8) years.

AYES: Commissioners Richardson and Worley

NOES: Commissioners Norris, Gray, Koonce, Williams and Jacobs

The substitute motion fails on a 5 - 2 vote.

The original motion was voted on as follows:

AYES: Commissioners Norris, Gray, Koonce, Williams and Jacobs

NOES: Commissioners Richardson and Worley

The approved Lease is as follows:

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

L E A S E

THIS LEASE, made and entered into this 11th day of October, 1993, by and between COLUMBUS COUNTY, a political subdivision of the State of North Carolina, party of the first part, and hereinafter referred to as "LESSOR", and the COLUMBUS COUNTY HOSPITAL, INC., a public, charitable, non-profit hospital corporation, organized under and existing pursuant to the laws of the State of North Carolina, party of the second part, and hereinafter referred to as "LESSEE":

W I T N E S S E T H :

That for and in consideration of the covenants and agreements hereinafter set forth, Lessor have demised and leased, and Lessee accepts as tenants of Lessor, all of that certain tract or parcel of land located in Columbus County and more particularly described as follows:

BEGINNING at a new iron pipe, the Northeast corner of Tract Two, said beginning point being also located North 83 degrees 47 minutes East 1163.47 feet from the Northeast corner of that tract conveyed by J. T. McKenzie to W. E. Miller, dated February 23, 1935, and recorded in Deed Book 145, Page 222, said tract being the site of the existing Columbus County Hospital, and running thence with the Southern 36 foot right-of-way line of U. S. Highway No. 74-76, North 83 degrees 47 minutes East 581.47 feet to a new iron pipe at the intersection of the Southern 36 foot right-of-way of U. S. Highway No 74-76 with the Western 30 foot right-of-way of what is know as the Old Tram Road; thence with the Western 30 foot right-of-way of the Old Tram Road, South 3 degrees 5 minutes West 749 feet to a new iron pipe, said iron pipe being also located South 83 degrees 49 minutes 30 seconds West 30.4 feet from a new iron pipe set in the center line of the paved Old Tram Road; thence a new line South 83 degrees 49 minutes 30 seconds West 584.25 feet to a new iron pipe, the Southeast corner of Tract No. Two of a survey for Columbus County Hospital made by Willis & Walker, Registered Surveyors, dated September 25, 1972; and running thence with the Eastern line of Tract No. Two North 3 degrees 16 minutes 40 seconds East 749 feet to the beginning, containing 9.89 acres, more or less, and being a portion of the lands described in deed dated March 30, 1938, from J. T. McKenzie and wife, Meda McKenzie, to Doris McKenzie, recorded in Deed Book 154, Page 10, Columbus County Registry, known as Tract No. Three of a survey for Columbus County Hospital made by Willis & Walker, Registered Surveyors, dated September 25, 1972, and being subject to additional highway right-of-way as recorded in Deed Book 234, Page 578, Columbus County Registry. Being also the same lands described in deed dated January 14, 1974, from Doris M. Pridgen, to Columbus County, recorded in Deed Book 275, Page 346, Columbus County Registry.

TO HAVE AND TO HOLD the same and the privileges and appurtenances thereunto in any wise appertaining to the Lessee and its successors, upon the following terms and conditions:

1. TERM OF LEASE AND USE OF FUNDS. The term of this Lease shall commence on January 1, 1994, and shall continue thereafter until January 1, 2004. All profits, funds, and gifts accumulated by the hospital shall be held by the hospital and used only in the regular operation of the hospital and expansion or replacement of buildings and equipment. The Lessee shall not erect any new buildings without the written consent of the Board of Commissioners of Columbus County. Consent for construction shall not unreasonably be withheld.

2. RENTAL PAYMENT. The annual rental payment for the term hereof shall be the sum of one (\$1.00) dollar per year payable on or before the first (1st) day of January, 1994, and on or before the first (1st) day of January, of each succeeding year thereafter during the term hereof.

3. NAME OF FACILITIES. The hospital facilities on the leased premises shall bear the name of COLUMBUS COUNTY HOSPITAL, INC.

4. USE OF PREMISES. The leased premises shall be used for the operation of a non-profit hospital, and such auxiliary activities as Lessee may deem necessary and advisable in connection therewith, subject to the terms and conditions herein contained. Lessee covenants that the hospital facilities shall continue to operate on a non-profit association in accordance with the provisions of the laws of the State of North Carolina during the full term hereof, and that Lessee will continue to operate the hospital facilities known as COLUMBUS COUNTY HOSPITAL, INC., as a non-profit hospital to furnish hospital, clinic or related services to the people of Columbus County to provide for the care and maintenance of the indigent sick and afflicted poor of Columbus County in substantially the same manner that Lessee is now providing.

5. COMPOSITION OF LESSEE.

(A) The Lessee shall be composed of the nine (9) names whose signatures are affixed at the concluding page of this Lease document. If, through death or resignation, a vacancy occurs among the nine (9) members, the remaining eight (8) members shall search and select a successor according to the Bylaws of the Lessee then

in effect, providing further that at least one (1) hospital trustee shall reside in each county commissioner's district or zone. One (1) member will be a sitting and acting Columbus County Commissioner, who will be selected by the Board of County Commissioners. The Chief of the Medical Staff of the Columbus County Hospital, Inc., will be a full member of the Board of Trustees.

(b) The Board of Trustees of Columbus County Hospital shall receive no compensation for the performance of their duties as a hospital trustee.

(c) Each Board of Trustee member shall be expected to attend annual, regular, and special called meetings on a regular basis. The failure to attend three (3) or more of such meetings (including annual meeting) without acceptable excuse shall constitute grounds for termination of that member's tenure on the Board of Trustees of Columbus County Hospital, Inc. within any given twelve (12) month period.

6. RESPONSIBILITIES OF LESSEE.

(a) The Lessee shall cause to be prepared and furnish to Lessor an annual audit of the books, records and affairs of Lessee, prepared by an independent Certified Public Accountant mutually satisfactory to Lessor and Lessee. Lessee shall make available to such auditor all necessary books, records and information requested by said auditor for the purpose of obtaining a complete and comprehensive audit. Once each year, at the completion of the hospital audit by the independent auditor, a joint meeting of the Columbus County Commissioners and the Board of Trustees of COLUMBUS COUNTY HOSPITAL shall be held at which time the independent auditor will present the audit report to the joint meeting of the financial condition of the hospital and a copy of the audit report will be given to each of the Columbus County Commissioners.

(b) The Lessee shall operate said hospital facilities in accordance with standard practices for operating hospitals in the State of North Carolina, in compliance with the laws of the State of North Carolina, and rules and regulations of any

government body having jurisdiction thereover, and in an manner to fully comply with the duties, responsibilities and obligations of the individual members constituting Trustees of the COLUMBUS COUNTY HOSPITAL, INC., as are fixed by law.

(c) If a serious question arises as to whether or not the Lessee is operating the hospital facilities in accordance with standard of practice for operating hospitals in North Carolina of the same type and general description, then the Chairman of the Board of Commissioners of Columbus County may direct that the Board of Trustees of the hospital and the Board of Commissioners of Columbus County hold a joint meeting to discuss the compliance with paragraph (b) above. This meeting is subject to the open meetings law and must be commenced within seven (7) days of the request by the Chairman of County Commissioners at a mutually agreeable location. This meeting may be continued from session to session until a satisfactory conclusion has been reached.

(d) It is understood that the Lessee, COLUMBUS COUNTY HOSPITAL, INC., may purchase real estate during the term of the lease in its own name. If the Lessee intends to purchase any real estate, then the hospital administrator will immediately notify the head administrative officer of Columbus County of the planned purchase and will provide him or her with a copy of the option or details of the proposed transaction. The Lessee also agrees that it will not dispose of any real estate during the term of this Lease without the express written approval of the Board of County Commissioners of Columbus County as expressed in a formal resolution of the said Board. If the Lessee owns any property at the end of the Lease, then the Lessee will deed to Columbus County all property it owns at the termination of the Lease period without reservation for the sum of ten and 00/100 (\$10.00) dollars.

7. DUTIES OF LESSEE. Lessee agrees to make no unlawful or offensive use of the premises, to keep the same in good repair, and to delivery the same up a the end of the term hereof in good order and condition, ordinary wear and tear, fire and other unavoidable accidents excepted.

8. COLUMBUS COUNTY NOT RESPONSIBLE FOR OPERATIONS. Lessor shall not be responsible in any way for any mismanagement or failure to operate said hospital in a proper manner, nor shall Lessor, without its consent, be or become responsible for any financial deficit in the operation of the hospital not previously authorized by the County of Columbus.

9. DESTRUCTION OF BUILDINGS BY FIRE OR CASUALTY. If any of the buildings should be destroyed or rendered unfit for use by fire or other casualty during the term of this Lease, it is understood and agreed that any proceeds derived from insurance as a result of fire or other casualty, together with such proceeds as Columbus County or other parties may see fit to make available, shall be used in the repair or reconstruction of the hospital; and upon the repair or reconstruction of the same, this Lease, upon mutual agreement of the parties hereto, shall continue in effect.

10. LESSEE TO CARRY INSURANCE. Lessee shall carry such insurance on the property and for its protection in the operation of the hospital and for the protection of Columbus County as their interests may appear, as it deems advisable.

IN WITNESS WHEREOF, Columbus County has caused this instrument to be executed in its corporate name by the Chairman of its Board of County Commissioners and attested by the Secretary of said Board, pursuant to the motion duly and regularly adopted at the October 11, 1993, meeting of said Board of County Commissioners, and the COLUMBUS COUNTY HOSPITAL, INC., has caused this instrument to be executed in its corporate name by its Chairman, and its corporate seal to be affixed thereto and affixed thereto and attested by its Clerk, pursuant to resolutions duly and regularly adopted by Trustees of COLUMBUS COUNTY HOSPITAL, INC., at a meeting held October 11, 1993, all as of the day and year first above written.

COLUMBUS COUNTY

ATTESTED BY:

/s/ Ida L. Smith
CLERK, Columbus County
Commissioners

/s/ Samuel G. Koonce
CHAIRMAN, Board of Columbus
County Commissioners

COLUMBUS COUNTY HOSPITAL, INC.

ATTESTED BY:

/s/ _____
 SECRETARY, TRUSTEES
 Columbus County Hospital,
 Inc.

/s/ _____
 CHAIRMAN, TRUSTEES,
 Columbus County Hospital,
 Inc.

TRUSTEES OF COLUMBUS COUNTY
 HOSPITAL, INC.

/s/ A. Paul Rogers, Jr.
 /s/ E. L. Council
 /s/ Harry L. Jordan
 /s/ Carl W. Meares, Jr.
 /s/ Bob Deans
 /s/ Thomas Jones
 /s/ Emogene W. Suggs

The foregoing Lease was properly executed and notarized.

ORDINANCE - E-911 SURCHARGE

A motion was made by Commissioner Richardson, seconded by Commissioner Jacobs and passed unanimously to adopt the following E-911 Surcharge Ordinance:

**AN ORDINANCE IMPOSING A MONTHLY CHARGE UPON
 TELEPHONE SUBSCRIBERS IN COLUMBUS COUNTY FOR**

ENHANCED 911 SERVICE

Upon due notice given and a public hearing conducted on September 21, 1992, the Columbus County Board of Commissioners, under the authority of North Carolina General Statutes, Chapter 62A, hereby enacts the following ordinance.

SECTION ONE

There is hereby imposed a monthly charge upon each exchange access facility subscribed to by telephone subscribers whose exchange access lines are located in Columbus County.

SECTION TWO

The effective date of imposition and collection of the charges provided herein shall begin the required time frame of one hundred twenty (120) days waiting period.

SECTION THREE

The definitions, procedures for payment and collection, administration and all other provisions of Chapter 62A of the North Carolina General Statutes are incorporated herein by reference.

SECTION FOUR

The monthly Enhanced 911 service charge shall be one and 50/100 (\$1.50) dollars per month.

SECTION FIVE

Any person who intentionally calls the 911 number for other than purposes of obtaining public safety assistance commits misdemeanor.

SECTION SIX

All Enhanced 911 service charges collected by the local telephone service supplier, less the administrative expenses allowed by GS 62A-6, shall be remitted to the County Finance Director and deposited in a separate, restricted fund known as the Emergency Telephone System Fund which shall be managed in accordance with GS 62A-7 and 62A-8.

SECTION SEVEN

This ordinance shall be effective upon its adoption.

ADOPTED THE 11TH DAY OF OCTOBER, 1993.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ Samuel G. Koonce, Chairman

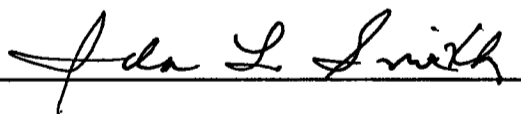
ATTESTED BY:

/s/ Ida L. Smith, Clerk to Board

ADJOURNMENT

A motion was made by Commissioner Williams, seconded by Commissioner Jacobs and passed unanimously to adjourn the meeting at 8:10 P.M.

APPROVED:



Clerk to Board



Chairman