

The Honorable Columbus County Board of Commissioners met in their said office at 4:30 P.M., June 29, 1989 for a continuation of a recessed meeting on June 19, 1989.

BOARD MEMBERS PRESENT:

Samuel G. Koonce, Chairman

Giles E. (Buddy) Byrd, Vice Chairman

Junior Dew

Lynwood Norris

Ed Worley

James E. Hill, Jr.
County Attorney
(arrived at 4:45 P.M.)

Roy L. Lowe
County Administrator

Ida L. Smith
Clerk to the Board

The Chairman called the meeting back to order and Commissioner Ed Worley gave the invocation.

BUDGET AMENDMENT - VARIOUS

A motion was made by Commissioner Norris, seconded by Commissioner Worley and passed unanimously to approve the following budget amendment on various departments:

10-399-0000 Appropriation of Surplus	\$20,163.00
Increase 10-510-0200 Sheriff - Salaries	\$30,000.00
Decrease Non-Dept. Insurance	(21,212.00)
Decrease 10-660-5700 Non-Dept. Miscellaneous	(387.00)
Increase 10-630-0200 Library - Salaries	11,762.00

BUDGET AMENDMENT- AIRPORT

A motion was made by Commissioner Dew, seconded by Commissioner Norris and passed unanimously to approve a budget amendment for the Airport, appropriating funds in the amount of \$4,000 from Fund Balance (10-399-0000) to be expended in surveying Airport property (10-690-9807). Also, adopt a Capital Project Ordinance as follows:

BE IT ORDAINED by the Board of Commissioners of the County of Columbus, North Carolina that, pursuant to Section 159-13.2 of the General Statutes of North Carolina, the following capital project ordinance is HERBY ADOPTED:

SECTION 1. The project authorized is to survey and prepare a property map for the Columbus County Airport.

SECTION 2. The project director is hereby directed to proceed with the construction of the project within the terms of the various grant and loan agreements executed with the Federal and State governments in accordance with the limitations set forth in Section 143 of the General Statutes of North Carolina, and within the funds appropriated herein.

SECTION 3. The following revenues are anticipated to be available to the County to complete the project:

N.C. Department of Transportation (State Aid to Airports)	\$4,000.00
50-50 Match grant State/Local Columbus County 1988-89 Operating Budget (Fund Balance)	\$4,000.00
TOTAL	\$8,000.00

SECTION 4. The following amounts are appropriated for the project.

State Aid for surveying Airport	\$4,000.00
Columbus County's appropriation	\$4,000.00
TOTAL	\$8,000.00

SECTION 5. The Finance Officer is directed to report quarterly on the financial status of this project. She shall also keep the Governing Body informed at each regular meeting of any unusual occurrences.

SECTION 6. Copies of the capital project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out the project.

ADOPTED this 29th day of June, 1989.

BUDGET AMENDMENT - AIRPORT

A motion was made by Commissioner Dew, seconded by Commissioner Byrd and passed unanimously to approve a budget amendment for the Airport to allow the Finance Department to transfer funds from United Carolina Bank (Miscellaneous Revenue) 10-335-00 in the amount of \$4,333.00 to be expended in Improvements to the Columbus County Airport - Paving (10-650-73).

APPOINTMENT - LAKE WACCAMAW PLANNING BOARD

A motion was made by Commissioner Byrd, seconded by Commissioner Norris and passed unanimously to appoint Julian Prevatte to serve on the Lake Waccamaw Planning Board as an extra-territorial member.

CONTRACTS - APPROVAL OF FIRE TAX DISTRICTS

Commissioner Byrd questioned the listing of the Fire Service Districts being on the agenda. He further questioned the contracts that were approved and signed on May 15, 1989 with Brunswick and Cerro Volunteer Fire Departments and replied that he thought these two were included in the four (Roseland, North Whiteville, Hallsboro and Williams Township) that were placed on hold.

The Chairman responded that binding contracts have been signed with Brunswick and Cerro Gordo Volunteer Fire Departments and were not included in the ones placed on hold. The County Attorney concurred with the Chairman.

A motion was made by Commissioner Dew, seconded by Commissioner Norris and passed to approve a six (6¢) cents tax levy for Roseland, North Whiteville, Hallsboro, and Williams Township Volunteer Fire Departments.

Commissioner Byrd stated that you are not going to approve these contracts before the Fire Districts Study Committee can make a recommendation to the Board.

Commissioner Dew stated that the Board needs to approve these contracts before the end of the 1988-89 Fiscal Year or it will be a year before a rate can be established.

Commissioner Byrd stated that he did not feel that the Board should push this over on the public.

Commissioner Worley, being a resident of the North Whiteville Fire District, addressed the issue by stating that at the public hearing in North Whiteville the majority voted for a tax levy for the district by a margin of: 44 in favor, 31 in opposition.

The Chairman then called for a vote on Commissioner Dew's motion.

AYES: Commissioners Norris, Koonce, Worley and Dew

NOES: Commissioner Byrd

A motion was made by Commissioner Worley, seconded by Commissioner Byrd and passed unanimously that there will be no paid personnel through the Fire Departments tax levy. Also, a certified audit report will be presented from each Fire Tax District which will be reviewed by the Board and if there is an accumulation of funds from this tax rate, the Board will require a public hearing to be held to reduce the rate for the districts.

Fire District Contracts are as follows:

NORTH CAROLINA
COLUMBUS COUNTY

C O N T R A C T

This Contract is entered into this 29th day of June, 1989, by and between COLUMBUS COUNTY, a body politic existing under the laws of the State of North Carolina, hereinafter referred to as "County" and ROSELAND VOLUNTEER FIRE DEPARTMENT, a non-profit corporation organized pursuant to the laws of the State of North Carolina, hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, Roseland Fire District is an unincorporated rural fire district organized pursuant to the laws of the State of North Carolina; and

WHEREAS, Roseland Volunteer Fire Department, owns the land and building used as the fire station for the Roseland Fire District located on Highway 74 at Route # 1, Whiteville, N.C.; and

WHEREAS, Roseland Volunteer Fire Department, owns all fire-fighting equipment located in the Roseland fire district station; and

WHEREAS, the Board of Commissioners of Columbus County wishes to contract with Roseland Fire Department, to provide fire-fighting and fire-prevention services within the boundaries of the Roseland Fire District, a description of which is on file in the office of the County Emergency Management in Whiteville, N.C. and which is incorporated herein by reference, said contract being entered into pursuant to N.C.G.S. Section 153A-233;

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

1. The said County contracts and agrees that it will caused to be assessed or levied a special tax of Six (.06¢) Cents per one hundred dollars evaluation of all real and personal property in the district unless otherwise limited or prohibited by law and will collect said tax as a part of the Ad Valorem taxes of the County of Columbus; provided however, the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Fire Department to the County and approved by the County Commissioners.

2. The County shall maintain an adequate record for funds collected as a result of said special tax.

3. That the current taxes collected shall be remitted to the Fire Department by the end of the month following the month of collection. All delinquent taxes collected shall be remitted at least quarterly; provided, however, that the total sums remitted to the Fire Department in any fiscal year hereunder shall not exceed the sum appropriated for said service during said fiscal year.

4. The said Fire Department shall provide and furnish adequate fire protection. The Fire Chief of the Roseland Volunteer Fire Department shall be responsible for the dispatching of the equipment and personnel throughout the Roseland Fire District and to see that the Standards as established by the North Carolina Department of Insurance, Fire and Rescue Service Division, are met within the local capabilities.

The said Fire Department will furnish said fire protection within the Roseland Fire District free of charge to all persons and individuals within the District. Nothing within this Contract shall prohibit the Roseland Fire Department from soliciting charitable donations, or conducting fundraising to solely benefit the Roseland Volunteer Fire Department.

5. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire protection within the District and to pay other legitimate fire protection expenses.

6. It is agreed that the County may inspect all books and accounts of the Fire Department at any time that it shall desire; it is further agreed that the Fire Department will present to the County Commissioners an annual audit by a Certified Public Accountant, which audit shall be in conformity with the then existing audit policies of the County and the North Carolina Local Government Commission.

7. The Roseland Volunteer Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law, and agrees to submit budget estimates to the Board of Commissioners on standard forms used by the County Department; the Roseland Volunteer Fire Department agrees to use standard line items for accounting devised or consented by the County Budget Officer from time to time.

8. Either the Roseland Volunteer Fire Department or the County of Columbus may terminate this Agreement at the end of any fiscal year by giving the other party notice at least six (6) months in advance.

9. The terms and provisions herein contained constitute the entire Agreement by and between the County and the Roseland Volunteer Fire Department, and shall supersede all previous communications, representations or agreements, either verbal or written between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals, one of which is retained by each of the parties hereto.

ROSELAND VOLUNTEER FIRE DEPARTMENT

BY: David Godwin
Chairperson

ATTEST:

Secretary

COLUMBUS COUNTY

BY: /s/ Samuel G. Koonce
Chairman

ATTEST:

/s/ Ida L. Smith
Clerk to the Board

NOTE: See amended Contract, dated 7-3-89, Minute Book 20, pages 416, 417, 418.

NORTH CAROLINA

COLUMBUS COUNTY

C O N T R A C T

This Contract is entered into this 29th day of June, 1989, by and between COLUMBUS COUNTY, a body politic existing under the laws of the State of North Carolina, hereinafter referred to as "County" and NORTH WHITEVILLE FIRE DEPARTMENT, a non-profit corporation organized pursuant to the laws of the State of North Carolina, hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, North Whiteville Fire District is an unincorporated rural fire district pursuant to the laws of the State of North Carolina; and

WHEREAS, North Whiteville Volunteer Fire Department, owns the land and building used as the fire station for the North Carolina Fire District located on Highway 701 in Whiteville, North Carolina; and

WHEREAS, North Whiteville Volunteer Fire Department, owns all fire-fighting equipment located in the North Whiteville fire district station; and

WHEREAS, the Board of Commissioners of Columbus County wishes to contract with North Whiteville Fire Department, to provide fire-fighting and fire-prevention services within the boundaries of the North Whiteville Fire District, a description of which is on file in the Office of the County Emergency Management in Whiteville, N. C. and which is incorporated herein by reference, said contract being entered into pursuant to N.C.G.S. Section 153A-233;

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

1. The said County contracts and agrees that it will caused to be assessed or levied a special tax of Six (.06%) Cents per one hundred dollars evaluation of all real and personal property in the district unless otherwise limited or prohibited by law and will collect said tax as a part of the Ad Valorem taxes of the County of Columbus; provided, however, the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Fire Department to the County and approved by the County Commissioners.
2. The County Shall maintain an adequate record for funds collected as a result of said special tax.
3. That the current taxes collected shall be remitted to the Fire Department by the end of the month following the month of collection. All delinquent taxes collected shall be remitted at least quarterly; provided, however, that the total sums remitted to the Fire Department in any fiscal year hereunder shall not exceed the sum appropriated for said service during said fiscal year.
4. The said Fire Department shall provide and furnish adequate fire protection. The Fire Chief of the North Whiteville Volunteer Fire Department shall be responsible for the dispatching of the equipment and personnel throughout the North Whiteville Fire District and to see that the Standards as established by the North Carolina Department of Insurance, Fire and Rescue Service Division are met within the local capabilities.

The said Fire Department will furnish said protection within the North Whiteville Fire District free of charge to all persons and individuals located within the District. Nothing within this Contract shall prohibit the North Whiteville Fire Department from soliciting charitable donations, or conducting fundraising to solely benefit the North Whiteville Volunteer Fire Department.

5. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire protection within the District and to pay other legitimate fire protection expenses.

6. It is agreed that the County may inspect all books and accounts of the Fire Department at any time that it shall desire; it is further agreed that the Fire Department will present to the County Commissioners an annual audit by a Certified Public Accountant, which audit shall be in conformity with the then existing audit policies of the County and the North Carolina Local Government Commission.

7. The North Whiteville Volunteer Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law, and agrees to submit budget estimates to the Board of Commissioners on standard forms used by the County Department; the North Whiteville Volunteer Fire Department agrees to use standard line items for accounting devised or consented by the County Budget Officer from time to time.

8. Either the North Whiteville Volunteer Fire Department or the County of Columbus may terminate this Agreement at the end of any fiscal year by giving the other party notice at least six (6) months in advance.

9. The terms and provisions herein contained constitute the entire Agreement by and between the County and the North Whiteville Volunteer Fire Department, and shall supersede all previous communications, representations or agreements, either verbal or written between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals, one of which is retained by each of the parties hereto.

NORTH WHITEVILLE VOLUNTEER FIRE DEPARTMENT

BY: Arthur B. Horton
Chairperson

ATTEST:

|s| Betty Oliver
Secretary

COLUMBUS COUNTY

/s/ Samuel G. Koonce
Chairman

ATTEST:

/s/ Ida L. Smith
Clerk to the Board

NORTH CAROLINA

COLUMBUS COUNTY

C O N T R A C T

This Contract is entered into this 29th day of June, 1989, by and between COLUMBUS COUNTY, a body politic existing under the laws of the State of North Carolina, hereinafter referred to as "County" and HALLSBORO VOLUNTEER FIRE DEPARTMENT, a non-profit corporation organized pursuant to the laws of the State of North Carolina, hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, Hallsboro Fire District is an unincorporated rural fire district organized pursuant to the laws of the State of North Carolina; and

WHEREAS, Hallsboro Volunteer Fire Department, owns the land and building used as the fire station for the Hallsboro Fire District located on Highway 74 in Hallsboro, N. C.; and

WHEREAS, Hallsboro Volunteer Fire Department, owns all fire-fighting equipment located in the Hallsboro fire district station; and

WHEREAS, the Board of Commissioners of Columbus County wishes to contract with Hallsboro Fire Department, to provide fire-fighting and fire-prevention services within the boundaries of the Hallsboro Fire District, a description of which is on file in the Office of the County Emergency Management in Whiteville, N. C. and which is incorporated herein by reference, said contract being entered into pursuant to N.C.G.S. Section 153A-233;

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

1. The said County contracts and agrees that it will caused to be assessed or levied a special tax of Six (.06¢) Cents per one hundred dollars evaluation of all real and personal property in the district unless otherwise limited or prohibited by law and will collect said tax as a part of the Ad Valorem taxes of the County of Columbus; provided, however, the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Fire Department to the County and approved by the County Commissioners.

2. The County shall maintain an adequate record for funds collected as a result of said special tax.

3. That the current taxes collected shall be remitted to the Fire Department by the end of the month following the month of collection. All delinquent taxes collected shall be remitted at least quarterly, provided, however, that the total sums remitted to the Fire Department in any fiscal year hereunder shall not exceed the sum appropriated for said service during said fiscal year.

4. The said Fire Department shall provide and furnish adequate fire protection. The Fire Chief of the Hallsboro Volunteer Fire Department shall be responsible for the dispatching of the equipment and personnel throughout the Hallsboro Fire District and to see that the Standards as established by the North Carolina Department

of Insurance, Fire and Rescue Service Division are met within the local capabilities.

The said Fire Department will furnish said fire protection within the Hallsboro Fire District free of charge to all persons and individuals located within the District. Nothing within this Contract shall prohibit the Hallsboro Fire Department from soliciting charitable donations, or conducting fundraising to solely benefit the Hallsboro Volunteer Fire Department.

5. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire protection within the District and to pay other legitimate fire protection expenses.

6. It is agreed that the County may inspect all books and accounts of the Fire Department at any time that it shall desire; it is further agreed that the Fire Department will present to the County Commissioners an annual audit by a Certified Public Accountant, which audit shall be in conformity with the then existing audit policies of the County and the North Carolina Local Government Commission.

7. The Hallsboro Volunteer Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law, and agrees to submit budget estimates to the Board of Commissioners on standard forms used by the County Department; the Hallsboro Volunteer Fire Department agrees to use standard line items for accounting devised or consented by the County Budget Officer from time to time.

8. Either the Hallsboro Volunteer Fire Department or the County of Columbus may terminate this Agreement at the end of any fiscal year by giving the other party notice at least six (6) months in advance.

9. The terms and provisions herein contained constitute the entire Agreement by and between the County and the Hallsboro Volunteer Fire Department, and shall supersede all previous communications, representations or agreements, either verbal or written between the parties hereto with respect to the subject matter hereof.

HALLSBORO VOLUNTEER FIRE DEPARTMENT

/s/ Kenneth Sasser
Chairperson

ATTEST:

/s/ Judith B. Cook
Secretary

COLUMBUS COUNTY

/s/ Samuel G. Koonce
Chairman

ATTEST:

/s/ Ida L. Smith
Clerk to the Board

NORTH CAROLINA
COLUMBUS COUNTY

C O N T R A C T

This Contract is entered into this 29th day of June, 1989, by and between COLUMBUS COUNTY, a body politic existing under the laws of the State of North Carolina, hereinafter referred to as "County" and WILLIAMS TOWNSHIP VOLUNTEER FIRE DEPARTMENT, a non-profit corporation organized pursuant to the laws of the State of North Carolina, hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, Williams Township Fire District is an unincorporated rural fire district organized pursuant to the laws of the State of North Carolina; and

WHEREAS, Williams Township Volunteer Fire Department owns the land and building used as the fire station for the Williams Township Fire District located on Highway 701 at Route #3, Whiteville, N. C.; and

WHEREAS, Williams Township Volunteer Fire Department owns all fire-fighting equipment located in the Williams Township fire district station; and

WHEREAS, the Board of Commissioners of Columbus County wishes to contract with Williams Township Fire Department, to provide fire-fighting and fire-prevention services within the boundaries of the Williams Township Fire District, a description of which is on file in the Office of the County Emergency Management in Whiteville, N.C. and which is incorporated herein by reference, said contract being entered into pursuant to N.C.G.S. Section 153A-233;

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

1. The said County contracts and agrees that it will caused to be assessed or levied a special tax of Six (.06¢) Cents per one hundred dollars evaluation of all real and personal property in the district unless otherwise limited or prohibited by law and will collect said tax as a part of the Ad Valorem taxes of the County of Columbus; provided, however, the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Fire Department to the County and approved by the County Commissioners.

2. The County shall maintain an adequate record for funds collected as a result of said special tax.

3. That the current taxes collected shall be remitted to the Fire Department by the end of the month following the month of collection. All delinquent taxes collected shall be remitted at least quarterly; provided, however, that the total sums remitted to the Fire Department in any fiscal year hereunder shall not exceed the sum appropriated for said service during said fiscal year.

4. The said Fire Department shall provide and furnish adequate fire protection. The Fire Chief of the Williams Township Volunteer Fire Department shall be responsible for the dispatching of the equipment and personnel throughout the Williams Township Fire District and to see that the Standards as established by the North Carolina Department of Insurance, Fire and Rescue Service Division are met within the local capabilities.

The said Fire Department will furnish said fire protection within the Williams Township Fire District free of charge to all persons and individuals located within the District. Nothing within this Contract shall prohibit the Williams Township Fire Department from soliciting charitable donations, or conducting fundraising to solely benefit the Williams Township Volunteer Fire Department.

5. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire protection within the District and to pay other legitimate fire protection expenses.

6. It is agreed that the County may inspect all books and accounts of the Fire Department at any time that it shall desire; it is further agreed that the Fire Department will present to the County Commissioners an annual audit by a Certified Public Accountant, which audit shall be in conformity with the then existing audit policies of the County and the North Carolina Local Government Commission.

7. The Williams Township Volunteer Fire Department agrees to comply with County budgeting procedures and other procedures provided by State law, and agrees to submit budget estimates to the Board of Commissioners on standard forms used by the County Department; the Williams Township Volunteer Fire Department agrees to use standard line items for accounting devised or consented by the County Budget Officer from time to time.

8. Either the Williams Township Volunteer Fire Department or the County of Columbus may terminate this Agreement at the end of any fiscal year by giving the other party notice at least six (6) months in advance.

9. The terms and provisions herein contained constitute the entire Agreement by and between the County and the Williams Township Volunteer Fire Department, and shall supersede all previous communications, representations or agreement, either verbal or written between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals, one of which is retained by each of the parties hereto.

WILLIAMS TOWNSHIP VOLUNTEER FIRE
DEPARTMENT

/s/ William Hannah
Chairperson

ATTEST:

/s/ Azier Carteret
Secretary

COLUMBUS COUNTY

/s/ Samuel G. Koonce
Chairman

ATTEST:

/s/ Ida L. Smith
Clerk to the Board

EXECUTIVE SESSION

At 5:07 P.M., a motion was made by Commissioner Norris, seconded by Commissioner Worley and passed unanimously to adjourn the meeting into executive session to discuss an attorney/client matter.

RESUMED REGULAR SESSION

At 5:27 P.M., a motion was made by Commissioner Dew, seconded by Commissioner Norris and passed unanimously to resume regular session.

No action was taken.

Immediately, a motion was made by Commissioner Norris, seconded by Commissioner Worley and passed unanimously to adjourn the meeting.

APPROVED:

Ada L. Smith
Clerk to the Board

Samuel G. Kornee
Chairman