

**COLUMBUS COUNTY**  
**BOARD OF COMMISSIONERS**

**MINUTES**

The Honorable Board of Columbus County Commissioners met in their said office at 111 Washington Street, Whiteville, NC at 8:00 A.M., August 5, 1996, it being the first Monday.

**BOARD MEMBERS PRESENT:**

Spruell Randolph Britt, Chairman

C.E. "Gene" Wilson, Vice Chairman

David L. Dutton, Jr.

A. Dial Gray, III

Sammie Jacobs

Lynwood Norris

C.W. Williams

James E. Hill, Jr., Attorney

Dempsey B. Herring  
Administrator

Ida L. Smith, Clerk to Board

Chairman Britt called the meeting to order and Commissioner Williams gave the invocation.

**BOARD MINUTES APPROVAL**

A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to approve the July 15, 1996 Board Minutes as recorded.

**CONSENT AGENDA ITEMS**

A motion was made by Commissioner Williams, seconded by Commissioner Jacobs and passed unanimously to approve the following consent agenda items:

**Tax Releases:**

Carl Wayne Chestnutt: Discovered vehicle (1984 Lincoln) double listed on regular listing account #07-01740, same name. Amount \$23.38, valuation \$4,770, year 1992, account #17-06587.

Eva D. Evans: Mobile home vacant. Amount \$60.00, year 1996, account #15-13555.

Clyde Eugene Jacobs: 0-2-22, double-listed to N-3-1A on separate account #11-28880 listed to Clyde E. Jacobs. Amount \$636.99, valuation \$84,450.00, years 1986-1995, account #11-14200.

Kenneth King: Camper listed through error in Columbus County. Licensed and taxes paid in Duplin County under account #1995-07-001232. Amount \$166.54, valuation \$19,410, year 1995, account #08-10596.

Jimmy D. Nealey: M-17-31, lot size incorrect. Double listed to David Dameron on 07-03117. Amount \$76.44, valuation \$9,800, year 1996, account #07-12347.

Howard Dean Nelson: Personal property (boat) listed in Bladen County. Also, campers sold in 1994 (pick-up). Amount \$14.89, valuation \$1,736, year 1996, account #11-17999.

Gary B. & Myra H. Nobles: E-3B-50: one house only (double listed) also vacant. Amount \$357.55, valuation \$28,400, years 1994-95, account #12-20707.

Mary Alice Teichmann: No one lives in mobile home. Amount \$60.00, year 1995, account #01-86092.

Calton & Ella Lee Thompson: Licensed travel trailer listed through error on regular listing. Already listed on 1995-07-00585. Amount \$31.59, valuation \$3,717, year 1996, account #01-93201.

S.M. Wilson: Did not own mobile home on 1-1-96. (Pick-up). Amount \$141.83, valuation \$8,650, year 1996, account #14-17855.

Walt E. & Charlie Faye Etheridge: LW-5-67, building partially burned in 1992. Amount \$1,024.48, valuation \$134,800, years 1993-96, account #08-05601.

Connie Hargrove: Mobile home double listed as real estate on account #5-

02720. Amount \$271.97, valuation \$23,970, year 1996, account #05-02719.

Connie & George F. Hargrove: Affixed double wide mobile home rebilled on the 45.40 acre tract, map I-1-79, same name, account #05-02721. Amount \$248.76, valuation \$24,200 year 1996, account #05-02720.

Clifton Reaves: L-13-4, failed to receive the senior citizen's exemption on lot and house. Amount \$117.00, valuation \$15,000, year 1996, account #07-13600.

Tommy W. Williams: Mobile home sold in 1994 (pick-up). Amount \$7.80, valuation \$1,000, year 1996, account #12-29720.

**Refund:**

Ordered: that a refund be issued to Joseph E. Kelly, Post Office Box 263, Whiteville, NC 28472, in the total amount of \$90.00, for years 1991, 92 and 93. WH-3-954 (Duplex house) billed with three (3) user fees instead of two (2). Account #01-49500.

**Budget Amendments:**

Accept 10-348-1402 State Grant	\$ 800.00
Expend 10-581-1400 Travel	800.00

Accept 10-348-0602 State Funds	8,372.00
--------------------------------	----------

**Expend as follows:**

10-573-0200 Salaries	3,500.00
10-573-0400 Professional Services	2,500.00
10-573-0500 FICA	250.00
10-573-1400 Travel	1,000.00
10-573-3200 Office Supplies	500.00
10-573-3300 Departmental Supplies	622.00

Accept 10-348-0605 State Funds	5,000.00
--------------------------------	----------

**Expend as follows:**

10-574-1400 Travel	1,000.00
10-574-3200 Office Supplies	750.00
10-574-3300 Departmental Supplies	3,250.00

**Destruction of old records:**

Fiscal Year 1990-91

**Bank Statements:**

General Fund  
HUD  
WSDA/CDBG

College/Schools  
Public Assistance

Expense Check Copies:

General Fund  
HUD  
WSDA/CDBG  
College/Schools  
Public Assistance

Supporting Data for Expense Checks:

General Fund  
HUD  
WSDA

Purchase Order Copies

Deposits:

Register of Deeds  
Library  
Social Services  
Finance Office  
Senior Center  
Tax Office  
Public Assistance  
HUD  
Health Department  
Sheriff's Department

Budget Amendments

Public Assistance Drafts

County Initiated Checks for AFDC - Public Assistance

Supporting Data for Deposits

**ORDINANCE - CABLE FRANCHISE TO GENESIS CABLE**

A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to adopt the following Ordinance granting a Cable Television Franchise to Genesis Cable of North Carolina.

AN ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE  
TO GENESIS CABLE OF NORTH CAROLINA

WHEREAS, the County of Columbus is authorized to grant one or more nonexclusive franchises to construct, reconstruct, upgrade, operate and maintain a Community Antenna Television System (hereinafter "CATV System") within the County

pursuant to the laws of the State of North Carolina, including N.C.G.S. §153A-46 and 153A-137, and the Ordinance Regulating Cable Television Systems in Columbus County, North Carolina;

WHEREAS, the County desires the operation of a CATV system for the benefit of the County and all persons located therein;

WHEREAS, the County, after public hearings and due evaluation, has determined that it is in the best interest of the County and its residents to grant a franchise to franchise for a five (5) year term;

WHEREAS, the County has negotiated a Franchise Agreement with Genesis Cable of North Carolina said agreement having an effective date of December 1, 1995; and

WHEREAS, the County believes the said Franchise Agreement to be in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Columbus County Board of Commissioners that said Franchise Agreement between the County of Columbus, North Carolina and Genesis Cable of North Carolina having an effective date of December 1, 1995 is incorporated by reference as fully as if set forth herein and the same is hereby enacted into law as an Ordinance of the County of Columbus, North Carolina.

ADOPTED this the 5th day of August, 1996.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ Spruell Randolph Britt, Chairman  
 /s/ C.E. "Gene" Wilson, Vice Chairman  
 /s/ Sammie Jacobs  
 /s/ Lynwood Norris  
 /s/ C. W. Williams  
 /s/ A. Dial Gray, III  
 /s/ David L. Dutton, Jr.

ATTESTED BY:

/s/ Ida L. Smith, Clerk to the Board

First Reading

**TAX - GIS SPECIAL BANK ACCOUNT**

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to approve the establishment of a special Geographic

Information System bank account to be used in conjunction with future GIS Projects.

**SOCIAL SERVICES - COMPUTER EQUIPMENT BID AWARD**

A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to accept the bid from Cape Fear Computer Systems for computer equipment for the Department of Social Services as listed contingent upon the 1996-97 Budgeted appropriation for Capital Outlay and the availability of funds within line items of the Social Services Budget:

Computers and Printers	\$162,822.10
Extended On-Site Warranty upgrade for second and third year	\$ 14,780.00

**ECONOMIC DEVELOPMENT - PIPELINE OPERATING AGREEMENT**

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to approve the Pipeline Operating Agreement contingent upon negotiations on hook-up costs.

**PIPELINE OPERATING AGREEMENT**

NORTH CAROLINA

COLUMBUS COUNTY

This AGREEMENT made and entered into this 5th day of August, 1996, by and between COLUMBUS COUNTY, a political subdivision of the State of North Carolina, ("County") and NORTH CAROLINA NATURAL GAS CORPORATION, a Delaware corporation with its principal office in Fayetteville, North Carolina, ("Company").

W I T N E S S E T H:

WHEREAS, County has planned and created a Natural Gas Pipeline project in Columbus County, North Carolina to serve the Haworth, Incorporated facility; and

WHEREAS, there is a need for natural gas service to this industry located in County; and

WHEREAS, County intends to construct approximately 3.83 miles of six inch (6") distribution natural gas pipeline, related regulator stations and other necessary facilities (the "Line") in County connecting with the pipeline of the Company to provide natural gas

service to Haworth, Incorporated ("Plant") now located therein; and

WHEREAS, Company holds a Certificate of Public Convenience and Necessity authorizing it to deliver natural gas service in the County and operates a natural gas transmission and distribution system in portions of County; and

WHEREAS, County desires to enter into an operating agreement with Company providing for the operation of the Line after it has been constructed.

NOW, THEREFORE, the parties do hereby mutually agree that Company shall operate the Line subject to the following terms and conditions:

**ARTICLE ONE: CONSTRUCTION OF NATURAL GAS LINES**

County intends to construct the Line to the Plant at its sole cost and expense and agrees that such Line shall be located and constructed to plans and specifications and the construction and safety standards approved by Company. Company will assist County by providing engineering support for project design and preparation of the Contract Documents (construction agreement, specifications, etc.) for the construction of the Line, but such construction shall be contracted for by County and shall be the sole responsibility of County. Contract Documents shall not be altered by County without Company approval. Company shall have the right to inspect the work of the contractor to verify that it complies with the approved plans, specifications and standards. Once determined, route changes must be approved by North Carolina Natural Gas Corporation. County will furnish Company with a certification upon completion of the construction of the Line that construction is in compliance with all applicable state and federal rules, regulations, and orders.

**ARTICLE TWO: OPERATION OF LINE**

Company agrees to operate the Line and to furnish natural gas service to end-users located on the Line who qualify for such services and who execute a Natural Gas Service Agreement with the Company, all in accordance with the North Carolina Laws relating to natural gas utilities, the Company's General Rules and Regulations, the Company's Rate Schedules and any applicable Orders of the North Carolina Utilities Commission.

**ARTICLE THREE: MANAGEMENT AND CONTROL**

Company shall have exclusive control of the management and operation of the Line including the attachment of customers, the type of service to be rendered the customers, the interruption of service to the customers and all other matters and things relating to natural gas service from the Line, all in accordance with applicable Laws and the Company's General Rules and Regulations, Tariffs and Rate Schedules.

Any third parties crossing the Line must sign the standard encroachment agreement Company has in effect at the time the request for encroachment is made. The encroachment agreement will be prepared by NCNG, and signed by NCNG, the County and the Party requesting the encroachment.

**ARTICLE FOUR: MAINTENANCE**

Company shall be responsible at its own expense for all maintenance on the Line during the term of this Agreement and shall keep the Line in good repair and available for natural gas service. The cost of any repair due to acts of a third party not recoverable from that third party or repair cost beyond normal maintenance shall be offset against refunds payable to County under Article 8 below.

**ARTICLE FIVE: LIABILITY**

Company agrees to indemnify and hold County harmless from any and all liability, suits, judgments, executions, actions, losses, damage, destruction, and costs (including court costs and counsel fees), injury or death occurring as a sole result of Company's control, use or operation of the Line.

**ARTICLE SIX: CONTRACT TERM**

This agreement shall be in effect for a forty (40) year term or less by mutual consent of County and Company from the effective date hereof. Company will have the option to purchase the Line and all right-of-way easements from the County, its successors, grantees or assigns at the end of the forty (40) year term or less by mutual consent of County and Company for the price of \$1.00 in hand paid.



**ARTICLE SEVEN: ATTACHMENT OF CUSTOMERS**

Company shall have the right to attach additional transmission, distribution or service lines and other necessary facilities to the Line for the service of natural gas customers along the Line in accordance with Company's responsibility under its Certificate of Public Convenience and Necessity. In the event this Agreement is terminated for any reason whatsoever, Company shall continue to have the right to operate such additional transmission, distribution, service lines and other necessary facilities and to maintain and operate that portion of the Line which is necessary for such continued natural gas service.

**ARTICLE EIGHT: COMPENSATION FOR ATTACHMENT OF CUSTOMERS**

Company agrees to refund to County at a rate of twenty-five cents (\$.25) per dekatherm where the margin earned by Company exceeds \$.50 for all usage by any customer (other than Haworth Inc.) whose average usage exceeds 50 Dt/Day and who is served on any applicable Rate Schedule other than Rate Schedule S-1, or any rate subject to a Price Sensitive Volume Adjustment (PSVA) during the first five-years of this contract. Total refund under the provisions of this Article shall not exceed \$430,000 or the actual cost of the project, whichever is less.

**ARTICLE NINE: SALE OR OTHER DISPOSITION OF LINE BY COUNTY**

If County should sell or otherwise dispose of the Line or if County should be divested of its ownership of the Line, this Agreement shall remain in full force and effect for the remaining term as to the successors, assigns or grantees of County and any transfer of ownership of the Line shall be subject to this agreement.

**ARTICLE TEN: BINDING ON SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of both Company and County.

**ARTICLE ELEVEN: REPRESENTATIONS AND WARRANTIES**

Company represents and warrants the following:

(a) Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business in

North Carolina, and this Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of North Carolina;

(b) Company has the full power and authority to enter into this Agreement and to carry out the obligations which it has undertaken in this Agreement;

(c) The execution of this Agreement and the operation of the Line will not violate any statute, rule, regulation or order of any court, administrative agency or governmental body;

(d) Company agrees to cooperate with County in all respects necessary to help County obtain and to meet the obligations of County under any grant agreement between County and the Federal and State governments; and

(e) Company will deliver to County a certificate of its general liability insurance carrier showing its existing coverage for personal injury and/or property damage presently applicable to the Company's operations. Such Certificate shall indicate that the coverage extends to the Line and the operation of the Line by Company. Company will continue such coverage throughout the term of this Agreement.

County represents and warrants the following:

(a) County is a validly created and existing political subdivision of the State of North Carolina;

(b) County has the power and authority to enter into this Agreement and to carry out its obligations thereunder and such action has been authorized by duly adopted and valid resolutions of the Board of County Commissioners of Columbus County;

(c) The entering into and performance of the Agreement on the part of County does not violate any statute, rule, regulation or order of any court, administrative agency or governmental body; and

(d) County is the owner of the Line and all easements, crossing agreements and other rights and privileges necessary for the location, construction, maintenance and operation of the Line as constructed or to be constructed; and

(e) that County has secured a written agreement with the North Carolina

Department of Transportation (D.O.T.) that will not require the County or NCNG to relocate those portions of the line that may utilize North Carolina D.O.T. rights-of-way or in the alternative will provide either directly or by reimbursement to the Company for all costs incurred in moving the Line including, but not limited to, construction costs, pipe, engineering, overheads, legal fees, permitting, etc. from the County or the D.O.T. should the North Carolina D.O.T. find it necessary to require the Line to be moved at a future date. Any cost of relocating natural gas lines not covered by D.O.T. or third party shall be the responsibility of the County's; and

(f) that all easements, crossing agreements and other rights and privileges necessary for the location, construction, maintenance and operation of the Line are transferable to North Carolina Natural Gas Corporation at that time NCNG assumes ownership of the Line; and that copies of documents indicating such will be provided to NCNG for their records; and

(g) that Company shall be included as an additional insured under the County and/or Contractor's Insurance policy. Certificates of Insurance should be provided to Company from the owner and/or contractor as evidence of coverage and of the fact that Company is included as an additional insured;

(h) County will obtain from its contractor a one-year warranty against defects in construction, material and workmanship of the Line.

#### ARTICLE TWELVE: PLANS AND DRAWINGS TO BE FURNISHED

County shall furnish Company copies of all easements, plans and specifications; as-built alignment drawings (as specified by Company) showing the location of all pipelines, valves and other appurtenances to the Line.

#### ARTICLE THIRTEEN: ANTI-DISCRIMINATION CLAUSE

Company and County agree that no person shall, on the grounds of race, color, national origin or sex, be excluded from participation or denied the benefits or be subject to discrimination under any project, program or activity undertaken pursuant to this Agreement and to further agree to be bound by the provisions of any law relating to anti-discrimination

which shall be applicable to any grant for construction of the Line.

**ARTICLE FOURTEEN: NOTICES**

Any notice required under this Agreement may be sent to the parties at the following addresses:

COUNTY: Columbus County Board of Commissioners  
111 Washington Street  
Whiteville, North Carolina 28472  
Attention: Randy Britt

COMPANY: North Carolina Natural Gas Corporation  
Post Office Box 909  
150 Rowan Street  
Fayetteville, NC 28302  
Attention: Office of the President

**ARTICLE FIFTEEN: EFFECTIVE DATE**

This Agreement shall become automatically effective the date on which construction of the Line is accepted by Company and is placed into operation as indicated on Form G-3 as filed with the North Carolina Utilities Commission after completion. A copy of such form shall be provided to the County.

IN WITNESS WHEREOF, this Agreement is executed and their seals affixed by the parties hereto the day and year first above written.

COUNTY OF COLUMBUS

ATTEST:

/s/ By: Spruell R. Britt, Chairman  
Board of Commissioners

/s/ Ida L. Smith, Clerk  
Board of Commissioners

[Seal]

N.C. NATURAL GAS CORPORTION

ATTEST:

/s/ Sally R. Sowers  
Secretary

By: /s/ Calvin B. Wells  
President, Chief Executive Officer

{Seal}

**AGREEMENT (PIPELINE) - LETTER IN REGARDS TO NATURAL GAS LINE**

**HOOKUPS**

A motion was made by Commissioner Williams, seconded by Commissioner

Wilson and passed unanimously to approve the following letter to be mailed to North Carolina Natural Gas in regards to hookups.

August 5, 1996

Mr. Ted Hodges  
Construction Coordinator  
North Carolina Natural Gas  
Post Office Box 909  
Fayetteville, North Carolina 28302-0909

**IN RE: Natural Gas Line in Columbus County**

Dear Mr. Hodges:

At Columbus County's Board of Commissioners' regular scheduled meeting held on August 5, 1996, a very lengthy and detailed discussion was held regarding the natural gas line that is being installed through Columbus County to its Southeast Regional Industrial Park. In particular, two (2) areas of major concern discussed were as follows:

1. The misinformation the Board, as well as the citizens in the County received from North Carolina Natural Gas's personnel regarding the ability to hookup to the line; and
2. The most exorbitant connection fee that North Carolina Natural Gas is imposing on Columbus County's citizens.

Regarding the misinformation that has been given, below is a list of details and facts:

1. We have been informed that residents could not hook up to a high-pressure line;
2. Citizens could hook up to a high-pressure line, but would have to pay a fee of two thousand and 00/100 (\$2,000.00) dollars;
3. A representative of a very large church on the route of the line was informed it would cost them ten thousand and 00/100 (\$10,000.00) dollars to hook up;
4. A farmer with a number of bulk barns was informed that it could be two thousand and 00/100 (\$2,000.00) dollars or it could be nothing to hook up; and
5. Steve Yost, our Economic Developer, was informed since it was high-pressure line from Bladen County to the Industrial Park, it would be very expensive for hookups, but the extension line from the Industrial Park to Haworth would cost the persons on that line nothing for a hookup.

As you can interpret from the listed details and facts, there is absolutely no continuity in the answers being given to anyone about this line.

The second major issue is the cost of hookups. It is our opinion that two thousand and 00/100 (\$2,000.00) dollars is exorbitant and out of line. I have inquired in other areas where North Carolina Natural Gas presently has lines and from Bladen County. I have information that supports the fact that individuals, not industries, are hooked up on a high-pressure line and the charge to hook up was three hundred (\$300.00) dollars. My question, then, is why can customers hook up on a high-pressure line for three hundred and 00/100 (\$300.00) dollars in an adjoining county and the Columbus County residents are informed that it will cost them two thousand and 00/100 (\$2,000.00) dollars to hook up on the same type of line.

The inconsistency and answers from North Carolina Natural Gas about cost and how they have been arrived at, is totally unacceptable to this Board. We are well aware that North Carolina Natural Gas is helping to fund the gas line, but Columbus County is also providing a major portion of the funds for the line. At completion, North Carolina Natural Gas will recognize profits from the sale of natural gas, not Columbus County.

At the request of the Columbus County Board of Commissioners, I am requesting we receive valid information about the gas line and the cost of hookups, and we, in Columbus County, be given the same consideration and fee schedule for hookups as those in Bladen County. It is inexcusable that North Carolina Natural Gas arbitrarily make changes for Columbus County that are not consistent with the types and kinds of services which are afforded to other areas. Columbus County wants to work with North Carolina Natural Gas and Columbus County will provide a very solid base for customers and the sale of natural gas. But, our costs and charges must be consistent with the costs and charges in other areas.

The Board of County Commissioners would like to be more informed and have more accurate and consistent information so they can inform the County constituents. I am at your disposal for dialogue in response to these problems.

Respectfully,

/s/ Dempsey B. Herring  
**COUNTY ADMINISTRATOR**

DBH/jbh

c.c. Steve Yost  
**ECONOMIC DEVELOPER  
 for COLUMBUS COUNTY**

Mr. Calvin Wells, President  
**NORTH CAROLINA NATURAL GAS**

Mr. Terry Davis, Vice-President  
**NORTH CAROLINA NATURAL GAS**

The Honorable R. C. Soles, Jr.  
**STATE SENATE (EIGHTEENTH DISTRICT)**

North Carolina Utilities Commission

**DEPARTMENT OF TRANSPORTATION - RESOLUTION REQUESTING THE  
 ADDITION OF AN EXTENSION OF STEWART CIRCLE (SR 1592) & MAHAN  
 STREET IN PECAN ORCHARD SUBDIVISION**

A motion was made by Commissioner Wilson, seconded by Commissioner Norris and passed unanimously to adopt the following Resolution:

**NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
 REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM**

North Carolina  
 County of Columbus  
 Road Description: Extension of Stewart Circle (SR 1592)  
 Mahan Street in Pecan Orchard Subdivision

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Columbus requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System; and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Columbus that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Columbus at a meeting on the 5th day of August, 1996.

WITNESS my hand and official seal this the 5th day of August, 1996.

/s/ Ida L. Smith, Clerk  
Board of Commissioners  
County of Columbus

(SEAL)

**DEPARTMENT OF TRANSPORTATION - LETTER IN REGARDS TO POCOSIN ROAD (SR 1731)**

Commissioner Sammie Jacobs requested Administration to contact the Department of Transportation regarding the dirt portion of Pocosin Road, SR 1731, where tree limbs are growing out into the road making driving hazardous and unsafe and request their help in examining and alleviating the situation.

**APPOINTMENT - ZONING BOARD OF ADJUSTMENT**

A motion was made by Commissioner Norris, seconded by Commissioner Gray and passed unanimously to reappoint George Inman to the Whiteville Zoning Board of Adjustment for a three (3) year term, expiring June 30, 1999 as requested by the Whiteville City Council.

**APPOINTMENTS - YOUTH TASK FORCE**

A motion was made by Commissioner Norris, seconded by Commissioner Wilson and passed unanimously to appoint the following persons to serve on the Columbus County Youth Task Force for three (3) year terms, expiring June 30, 1999.

Jacqueline Roseboro, Cooperative Extension

Cynthia Canady, Guardian-Ad-Liteum

Patricia Ray, Health Department

Judy Spivey, Columbus County Schools

**INSPECTIONS - ELECTRICAL PROCEDURES TABLED**

A motion was made by Commissioner Wilson, seconded by Commissioner Gray and passed unanimously to table the Electrical Inspections Procedures until the next Board Meeting.

**CONTRACT - UTILITIES REDUCTION SPECIALISTS**

A motion was made by Commissioner Norris, seconded by Commissioner Wilson and passed unanimously to approve Columbus County entering into the following Contract:

NORTH CAROLINA

COLUMBUS COUNTY

CONTRACT

Columbus County, a body politic organized and existing under the laws of the State of North Carolina, hereinafter referred to as "County"; and UTILITIES REDUCTION SPECIALISTS, a partnership organized and doing business under the laws of the State of North Carolina, hereinafter referred to as "Specialists", do hereby agree and covenant as follows:

WITNESSETH:

1. Specialists agrees that it will:

- A. Conduct a utility audit by analyzing: telephone billings and records; electric billings and records; gas billings and records as directed by County;
- B. Seek refunds and credits for billing errors;



- C. Create a cost savings plan which will identify and implement actions and modifications which are guaranteed to be full and completely transparent to the County's business operations and imperceptible in any fashion except in the form of reduced billing.
2. The County agrees as follows:
- A. It will retain Specialists as its exclusive utility consultants;
- B. It will provide Specialists with one ( 1) month of all County telephone bills and energy bills;
- C. It will compensate Specialists as follows: For refunds or credits from any utility company, the fee will be fifty percent (50%) of the refunds and/or credits that result from the Specialists' audit. This fee will be payable upon receipt of the refund or credit. The fee for the cost savings plan, as described above, will be fifty percent (50%) of the savings demonstrated over a twenty-four (24) month period following the implementation of the audit.
3. The parties agree that the term of this contract is twenty-four (24) months from date of implementation.
4. The parties agree that in the event the County is required to make any expenditures whatsoever to obtain equipment/services to implement the cost savings, County's approval will be obtained in advance by Specialists and the amount will be fully deducted from the savings sum and commission calculated on the balance.
5. The parties further agree that the following actions will be excluded as a fee item under the cost savings plan:
- A. \_\_\_\_\_
- B. \_\_\_\_\_
6. The parties further acknowledge that if the County does not receive a refund/credit or expense reduction, there will no fee for the Specialists' services.
7. Any court action filed in reference to this contract must be filed in the North Carolina State Courts in Columbus County, North Carolina. This contract may not be assigned without written consent of the County.

- 8. Specialists retains the exclusive right to conduct any utility audit during the term of this agreement which is from the date of the County's acceptance until the implementation of the plan as described above. During this period, should any in-house review or any other vendor, business, or entity conduct any analysis or audit, Specialists will be entitled to the fifty percent (50%) fee produced by the plan, credits or refund.
- 9. The parties acknowledge that County has the right to accept or reject any or all of cost savings plan or recommendations made by Specialists.
- 10. The parties acknowledge that Specialists will provide audit results back to county within a nine (9) month period from date of this agreement. If Specialists fails to comply with this time frame, this agreement is no longer in effect and County is under no obligation to Specialists for their services.
- 11. The parties acknowledge that this agreement constitutes the entire and complete understanding of the parties and supersedes and replaces all previous written and verbal agreements.

This the 5th day of August, 1996.

COLUMBUS COUNTY

ATTEST:

/s/ Spruell Randolph Britt, Chairman

/s/ Ida L. Smith, Clerk to Board

Board of Commissioners

UTILITIES REDUCTION SPECIALISTS

ATTEST:

/s/ Steven D. Mann, President

/s/ Linda W. Smith

**HOSPITAL (COLUMBUS COUNTY) -RESOLUTION FOR PUBLIC HEARING FOR FINANCING OF RENOVATIONS**

A motion was made by Commissioner Norris, seconded by Commissioner Gray and passed unanimously to approve the following Resolution:

A regular meeting of the Board of Commissioners for the County of Columbus, North Carolina, was held in the Commissioners' Meeting Room of the Columbus County Administrative Building, 111 Washington Street, in Whiteville, North Carolina, at 8:00 A.M.

on August 5, 1996.

Present : Chairman Spruell Randolph Britt, presiding, and Commissioners C.E. Wilson, David L. Dutton, Jr., A. Dial Gray, III, Sammie Jacobs Lynwood Norris, and C.W. Williams.

Absent : None

Commissioner Lynwood Norris introduced the following Resolution, a copy of which had been made available to each member of said Board and which was read by its title:

RESOLUTION CALLING A PUBLIC HEARING ON WHETHER THE BOARD OF COMMISSIONERS FOR COLUMBUS COUNTY, NORTH CAROLINA SHOULD APPROVE A PROPOSED INSTALLMENT FINANCING CONTRACT TO FINANCE A PORTION OF THE COST OF A PROJECT CONSISTING OF CERTAIN ADDITIONS TO AND RENOVATIONS OF COLUMBUS COUNTY HOSPITAL

WHEREAS, Columbus County Hospital, Incorporated (the "Corporation" ), a nonprofit corporation which operates Columbus County Hospital (the "Hospital"), and the County of Columbus, North Carolina, a political subdivision of the State of North Carolina (the "County"), which owns the Hospital, have determined to cooperate in a plan to finance a portion of the cost of a project consisting of certain additions to and renovations of the Hospital which each has found to be necessary and desirable to provide for improved public hospital facilities and improved public health care in the County; and

WHEREAS, such project consists of the construction of additions to and the renovation of the Hospital to provide expanded or improved facilities for the Surgical Department, the Ambulatory Procedure Unit, the Cardiopulmonary Department and Central Registration and the relocation of the Physical Therapy Department from the Hospital to a new Office Building which is to be constructed adjacent to the Hospital but the construction of which is not a part of such project (collectively the "Project"); and

WHEREAS, in furtherance of such plan, the County is considering entering into an installment financing contract and certain related documents under which the County would obtain financing pursuant to G.S. §160A-20, as amended, and the County is authorized to do so only after a public hearing on such installment financing contract; now,

therefore,

BE IT RESOLVED by the Board of Commissioners for the County of Columbus:

Section 1. A public hearing shall be held at 7:30 P.M. on August 19, 1996, in the Commissioners' Meeting Room of the Columbus County Administrative Building, 111 Washington Street, in Whiteville, North Carolina for the purpose of considering whether the Board of Commissioners for the County should approve a proposed installment financing contract and certain related documents under which the County would obtain financing pursuant to GS §160A-20, as amended, of a portion of the cost of the Project and under which the County would secure the repayment by it of moneys advanced pursuant to such installment financing contract by granting a security interest in a portion of the Project and certain related property, in order to proceed with the plan for the financing of a portion of the cost of the Project as described above.

Section 2. This resolution shall take effect immediately upon its passage.

Upon consideration of the foregoing resolution and motion duly made and seconded, the foregoing resolution was passed by the following vote:

Ayes: Commissioners Spruell R. Britt, C.E. Wilson, David L. Dutton, Jr., A.

Dial Gray, III, Sammie Jacobs, Lynwood Norris, and C.W. Williams.

Noes: None

Thereupon the Board of Commissioners directed the Clerk to the Board of Commissioners to publish a notice of such public hearing, as required by GS §160A-20, as amended, substantially in the form presented to the Board of Commissioners, once in The News Reporter not later than the tenth day before the date of such public hearing.

\* \* \* \* \*

I, Ida L. Smith, Clerk to the Board of Commissioners for the County of Columbus, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the proceedings of the Board of Commissioners for said County at a meeting held on August 5, 1996, said record having been made in Minute Book

No. 23 of the minutes of said Board, beginning at page 646 and ending at page 650 and is a true copy of such much of said proceedings of said Board as relates in any way to calling of a public hearing upon the matter described in said proceedings.

I DO HEREBY FURTHER CERTIFY that a schedule of regular meetings of said Board, stating that regular meetings of said Board are held on the first and third Mondays of each month at 8:00 A.M. and 7:30 P.M., respectively, in the Commissioners' Meeting Room of the Columbus County Administrative Building, 111 Washington Street, in Whiteville, North Carolina, has been on file in my office as of a date not less than seven days before the date of said meeting in accordance with GS §143-318.12.

WITNESS my hand and the corporate seal of said County, this 5th day of August, 1996.

/s/ Ida L. Smith, Clerk to the Board

of Commissioners

\* \* \* \* \*

NOTICE OF PUBLIC HEARING ON WHETHER THE BOARD OF COMMISSIONERS FOR COLUMBUS COUNTY, NORTH CAROLINA SHOULD APPROVE A PROPOSED INSTALLMENT FINANCING CONTRACT TO FINANCE A PORTION OF THE COST OF A PROJECT CONSISTING OF CERTAIN ADDITIONS TO AND RENOVATIONS OF COLUMBUS COUNTY HOSPITAL

NOTICE IS HEREBY GIVEN of a public hearing to be held at 7:30 P.M. on August 19, 1996 in the Commissioners' Meeting Room of the Columbus County Administrative Building, 111 Washington Street, in Whiteville, North Carolina, for the purpose of considering whether the Board of Commissioners for the County of Columbus, North Carolina (the "County") should approve a proposed installment financing contract and certain related documents under which the County would obtain financing pursuant to GS §160A-20, as amended, of a portion of the cost of the Project hereinafter described and under which the County would secure the repayment by it of moneys advanced pursuant to such


installment financing contract by granting a security interest in a portion of the Project and certain related property.


The Project consists of the construction of additions to and the renovation of Columbus County Hospital (the "Hospital"), which is owned by the County and operated by Columbus County Hospital, Incorporated, a nonprofit corporation, to provide expanded or improved facilities for the Surgical Department, the Ambulatory Procedure Unit, the Cardiopulmonary Department and Central Registration and the relocation of the Physical Therapy Department from the Hospital to a new Office Building which is to be constructed adjacent to the Hospital but the construction of which is not a part of the Project.

**ADJOURNMENT**

A motion was made by Commissioner Gray, seconded by Commissioner Norris and passed unanimously to adjourn the meeting at 8:50 A.M.

**APPROVED:**

  
\_\_\_\_\_  
Ida L. Smith, Clerk to the Board

  
\_\_\_\_\_  
Spruell R. Britt, Chairman