

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Monday, January 05, 2004

7:15 P.M.

The Honorable Columbus County Commissioners met on the above stated date and at the above stated time in the Dempsey B. Herring Courthouse Annex Building located at 112 West Smith Street, Whiteville, North Carolina, for the purpose of conducting a duly advertised public hearing and the regular scheduled meeting on the first Monday.

COMMISSIONERS PRESENT:

Bill Memory, **Chairman**
 David L. Dutton, Jr., **Vice Chairman**
 Kipling Godwin
 Sammie Jacobs
 Amon E. McKenzie
 Lynwood Norris
 C.E. "Gene" Wilson

APPOINTEES PRESENT:

Billy Joe Farmer, **County Administrator**
 James E. Hill, Jr., **County Attorney**
 Darren L. Currie, **Assistant County Administrator**
 June B. Hall, **Clerk to Board**
 Gayle B. Godwin, **Finance Officer**

PUBLIC HEARING - CONTRACTING to MAKE CASH GRANT to PENN VENTILATION:

At 7:15 P.M., Vice Chairman Dutton called the Public Hearing to order and stated the purpose of the Public Hearing was to receive views from all interested parties on the matter of the Columbus County Board of Commissioners entering into an economic development incentives contract with Penn Ventilation , Incorporated.

Commissioner Jacobs asked Vice Chairman Dutton if this action was compliant with our current Incentives Grants Policy. Vice Chairman replied stating yes it is compliant with our current policy.

There were no comments rendered from the public.

At 7:17 P.M., Commissioner Norris made a motion to close the Public Hearing, seconded by Commissioner Jacobs. The motion so carried.

REGULAR SESSION -

Agenda Items #1 and #2: MEETING CALLED TO ORDER:

At 7:30 P.M., Chairman Memory called the Regular Meeting to order. The invocation was delivered by Commissioner Jacobs. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America.

Agenda Item #3: BOARD MINUTES APPROVAL:

Commissioner Norris made a motion to approve the December 15, 2003 Board Minutes as recorded, seconded by Commissioner Wilson. The motion so carried.

Agenda Item #4: CHAF PROGRAM UPDATE:

Tammy Jones, The Adams Company, Incorporated, presented the following update to the Board on the Columbus County CHAF Program.

Columbus County Summary Sheet

CHAF Program

PREVIOUS
01-05-04

TOTAL HOUSES				491		
Houses Inspected				491		
Replacement			296		296	
Repair			195		195	
Repair Work			195			
Work Write-up	0				0	

Bids Complete, Not Awarded	0				0	
Board Awarded, No Construction	0				0	
Title Opinion NOT Requested		0				0
Waiting on Title Opinion		0				0
Waiting on Prom. Note/D.O.T.		1				1
Waiting on Contractor		0				0
Under Construction	0				1	
Complete	195				194	
Replacement Work			296			
Work Write-up	0				0	
Board Awarded, No Construction	0				0	
Title Opinion NOT Requested		0				0
Waiting on Title Opinion		0				0
N.O.E. Not Sent		0				0
Waiting on Client		0				0
Under Construction	13				24	
Complete	283				272	
Not Visited				0	0	
Legal Work						
Total Titles NOT Requested			0		0	
Total Titles Requested			491		491	
Titles Requested, Not Complete			0		0	
Preliminary Title Complete			3		3	
Prom. Note/D.O.T. Requested, Not Signed			45		47	
Prom. Note/D.O.T. Recorded			443		441	

Tammy Jones stated there were thirteen (13) Replacements left and out of the thirteen (13), three (3) were Chris Parker issues. In addition, Ms. Jones stated out of the one hundred ninety-five (195) Repairs, there was one (1) left to be finished, and after January, we hope to be finished.

Agenda Item #5: SOUTHEASTERN COMMUNITY COLLEGE - THANKS to BOARD OF COMMISSIONERS:

Dr. Brantley Briley, President of Southeastern Community College, stated the following:

1. I wish to begin the year of 2004 by extending a warm thank you for the strong support of the Columbus County Board of Commissioners and to each one of you individually;
2. It looks like we are going to have another good year;
3. The enrollment is up six and 2/10 (6.2%) percent once again; **and**
4. This genuine thanks for your strong support is on behalf of the Board of Directors, the staff, the teachers, the students, etc.).

Agenda Item #6: ECONOMIC DEVELOPMENT - RESOLUTION AGREEING to REFUNDING of INTERKORDSA BONDS:

Phyllis Owens, Economic Development Executive Director, requested Board approval of the following Resolution.

Resolution approving in principle the issuance by the County's Industrial Facilities and Pollution Control Financing Authority of refunding bonds for the benefit of InterkordSA, Incorporated

WHEREAS -

In 2000, the Columbus County's Industrial Facilities and Pollution Control Financing Authority (the "Authority") issued bonds to benefit InterkordSA, Incorporated (the "Company"), in connection with the Company's acquisition, construction and equipping of facilities for the manufacture of single end cord in Columbus County.

The Company has now requested the Authority agree to issue its industrial facilities refunding revenue bonds (the "Refunding Bonds") to allow the Company to refinance the 2000

bonds, and thereby provide savings to the Company.

The Authority has adopted a resolution agreeing, in principle, to work with the Company toward the issuance of such refunding bonds. The Authority and the Company have requested that the Columbus County Board of Commissioners adopt a resolution expressing the County's approval of the issuance of such bonds.

BE IT THEREFORE RESOLVED, by the Board of Commissioners of Columbus County, North Carolina, that the Board approves, in principle, the issuance by the Columbus County Industrial Facilities and Pollution Control Financing Authority of refunding bonds for the benefit of InterkordSA, Incorporated, to refund bonds previously issued by such Authority, and that all County officers and employees are authorized and directed to take all reasonable steps, as may be necessary, to cooperate with the Company and the Authority in the issuance of such refunding bonds.

ADOPTED this the 5th day of January, 2004.

COLUMBUS COUNTY BOARD OF COMMISSIONERS
/s/ **BILL MEMORY, Chairman**

ATTESTED BY:
/s/ **JUNE B. HALL, Clerk to Board**

Commissioner Norris made a motion to approve the Resolution Agreeing to Refunding of InterkordSA Bonds, seconded by Commissioner McKenzie. The motion so carried.

Agenda Item #7: TRANSPORTATION - APPROVAL of CERTIFICATE and CERTIFICATIONS for CTP 04-05 GRANT:

Charles Patton, Transportation Director, requested Board approval and signing of the following two (2) documents:

1. Federal Fiscal Year 2004 FTA Certifications and Assurances For Community Transportation Programs, Section 5311; **and**
2. SFY 2005 Community Transportation Program (CTP) Grant Application, Special Section 5333(b), For Application to the Rural and Small Urban Program.

Mr. Patton stated the Certificates and Certifications are part of the Community Transportation Plan (CTP) grant which was approved at the December 8, 2003 Meeting. These are sent out by the North Carolina Department of Transportation at a later date than the original grant due to delays each year out of Washington, DC. These documents guarantee that the County is following Federal guidelines and laws. They require that the County's lawyer look over them and approve them and then the appropriate County official must sign. This is the final step in receiving the grant dollars for the CTP 04-05 Grant.

Commissioner Wilson stated that the Board would be certifying these legal documents were in order and asked if a hearing had been held. Mr. Patton replied stating that due to there being no response to the advertisements in the paper, the hearing was waived by the State.

Commissioner Jacobs asked if these legal documents were okay with the County Attorney. County Attorney James E. Hill, Jr. replied stating he did not understand completely all of the ramifications due the length and detail of them and the federal nature.

Commissioner Godwin stated that these federal regulations do serve a purpose and if the County Attorney was okay with them. County Attorney James E. Hill, Jr. replied stating he was okay with these, and they were of a standard nature, and had been in all of the previous documents we have been signing to receive federal funds.

Commissioner Godwin made a motion to approve the Certificates and Certifications for the CTP 04-05 Grant, seconded by Commissioner Wilson. The motion so carried.

Agenda Item #8: LIBRARY - DEPARTMENTAL UPDATE:

Morris Pridgen, Library Director, presented the following Departmental Update to the Board.

1. I wish to extend thanks to the Board of Commissioners for the opportunity to serve as the

Director of the Columbus County Library

2. **Services:** Columbus County Library is a full-service library. Library service is provided to the County through the headquarters library in Whiteville and five (5) branch libraries. Homebound services are available to provide special library assistance to elderly and disable in homes, senior centers and nursing care facilities. The Library Bookmobile provides services to areas not served by a fixed site library. The Children's Librarian provides children's services to day care centers and Head Start Programs.
3. **Overview of all Services:** Adult and Children's Reference Services, Magazines, Newspaper, Videos, Audio Cassettes, Children's Story Time, Summer Reading Program, Word Processors, Public Access Internet, Typewriters, Inter-Library Loan, Homebound Service, Bookmobile, Local History, Genealogy, Copier and Fax Services.
4. We have five (5) branches: Chadbourn Community Library, Fair Bluff Community Library, Rube McCray Memorial Library, East Columbus Branch Library and Tabor City Public Library.
5. The moving project should be finished next week.
6. The Tabor City Public Library expansion is in the early stages.
7. We have been awarded thirty thousand and 00/100 (\$30,000.00) dollars for computer upgrade.
8. The North Carolina Museum of Natural Science has just awarded a grant to us.
9. I wish to thank you for all of your support.

Agenda Item #9: PARKS and RECREATION - APPROVAL of WORKABLE FEE SCHEDULE for PARK FACILITIES:

Carol Worrell, Director, requested Board approval of the following Columbus County Parks and Recreation Facilities Charges and fees.

**COLUMBUS COUNTY PARKS and RECREATION FACILITIES
CHARGES and FEES**

- I. Community Center: (Riegelwood Center)
 - a. Fee determined by Director with minimum of \$35.00 per day*
 - b. Damages incurred while renting said facility will be the responsibility of the lessee.
 - c. \$2.00 fee for lost keys.
 - d. Recreation Director will determine deposit requirements.

*Rate subject to change with inflation costs.

- II. Ball Fields: (Invitational Tournament and League Play*)

a.	Day	\$40.00
b.	Day w/lights	\$75.00
c.	Two (2) Fields/day	\$75.00
d.	Two (2) Fields w/lights/day	\$150.00
e.	Three (3) Fields/day	\$100.00
f.	Three (3) Fields w/lights/day	\$175.00
g.	Four (4) Fields/day	\$125.00
h.	Four (4) Fields w/lights/day	\$200.00

*Fees are for teams or individuals who wish to have a tournament and invite teams to play.

- III. Tennis Courts:
 - a. No fee for use of courts unless lights are to be used
 - b. Fee for lights \$15.00 per hour

- IV. Picnic Shelter
 - a. No fee
 - b. Clean up of facility after use will be responsibility of user

V. Concession stand:

Parks and Recreation Department reserves the right to operate concession areas during all events.

If group elects to operate concession stand, group shall pay fifteen (15%) percent, or amount pre-determined by Recreation Director, of gross receipts to Recreation Department.

Commissioner McKenzie asked Ms. Worrell if we have fees established now? Ms. Worrell replied stating no we do not.

Commissioner McKenzie asked Ms. Worrell who would be operating the Concession Stand. Ms. Worrell replied stating we would designate this for outside facilities.

Commissioner Jacobs asked Ms. Worrell if these fees were directed only to outsiders. Ms. Worrell replied stating these fees were for outsiders and in county.

Commissioner Godwin asked Ms. Worrell would these fees affect the Parks and Recreation activities that were going on now. Ms. Worrell replied stating that outsiders were using the facilities for profit.

Commissioner Godwin asked Ms. Worrell if we had any criteria to follow other than this fee schedule. Ms. Worrell replied stating we did and this sheet was only a small part of a packet that goes into detail.

Commissioner Dutton asked Ms. Worrell if this had been discussed with the Parks and Recreation Advisory Board. Ms. Worrell replied stating no it had not been.

Commissioner Wilson made a motion to approve the Columbus County Parks and Recreation Facilities Charges and Fees as presented, seconded by Commissioner Norris. The motion so carried.

Agenda Item #10: ADMINISTRATION - CONTRACT APPROVAL and AWARD to CAROLINA RESOURCES MAPPING:

Darren Currie, Assistant County Administrator, requested Board approval and award of the following Agreement for Aerial Photography to Carolina Resources Mapping for a total project cost of ninety-four one hundred thirty-five and 00/100 (\$94,135.00) dollars. Contributing to the project will be the GIS, Tax, Emergency Services and Economic Development Departments. Brunswick Electric has also committed twenty-five thousand and 00/100 (\$25,000.00) dollars to the project. We will reserve approximately fifty thousand and 00/100 (\$50,000.00) dollars in this year's budget to pay for the project and budget for the balance in the 2004-2005 Budget.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2003, by and between BOARD OF COMMISSIONERS OF Columbus County, NC hereinafter referred to as the "County", and Carolina Resource Mapping, whose principal office is at 5917 Oleander Drive, Suite 204, Wilmington, North Carolina 28403, hereinafter referred to as the "Consultant".

WITNESSETH THAT;

WHEREAS, the County desires to engage the Consultant to render certain professional services and deliver certain materials hereinafter described; and

WHEREAS, the Consultant represents that it is qualified, willing and able to provide the professional services and deliver the requested materials to the County according to the County's specifications and the terms of this Agreement; it is therefore agreed and understood that;

I. SCOPE OF AGREEMENT

Based upon the County's Request for a proposal in October, 2003, and the Consultant's responding proposal submitted to the County on November 7th, 2003, which was updated by a cost and deliverables submittal on December 12th 2003, it is the intention of both parties that this Agreement provide a Contract to cover a mapping project involving Color Aerial Photography, Ground Control Surveys, Analytical Control and Color Digital Orthophoto base mapping of Columbus County, North Carolina, to be conducted as per the attached "Project Contract Map", and in other provisions herein. All project work will be

accomplished in compliance with the project specifications as outlined in the latest draft of the NC Land Records Specifications, the regulations of the NC Board of Registration for Engineers and Surveyors and the Consultant's Proposals dated November 7th and December 12th, 2003. The type and number of maps to be prepared are shown in the following chart and the "Project Control Map".

<u>Type of Mapping</u>	<u>Scales</u>	<u>Quantities</u>
1. Digital Orthophoto Base Maps	1"=200'	114
	1"=400'	<u>326</u>
	TOTAL	440

All digital mapping will be based upon 1983 NAD Horizontal State Plane Coordinates.

The agreed upon price to be paid to the Consultant for the entire project shall be \$94,135

Work shall be completed by the Consultant in the following Phases:

6. Phase I.

This phase comprises paneling of ground control monuments within and around the county as per the Consultant's control map submitted with the proposal. Approximately forty existing monuments are to be paneled. The Consultant will complete paneling during January, 2004 for a total fee of \$4000.

7. Phase II.

This phase comprises color Aerial Photography acquisition to include Airborne GPS. Aerial Photography will be planned, acquired, edited and stamped as per the Consultant's proposal. Aerial photography will be performed on suitable flight days with all photography completed prior to major deciduous vegetation leaf budding. Aerial Photography shall be performed with a 60% forward gain and 30% sidelap, using photo scales of 1"=2000' county-wide, and 1"=1200' over all 1"=200' maps. Suitable conditions for aerial photography normally occur between February 1st to late March in the Columbus County region. The Consultant will complete this aerial photography phase for a total fee of \$25,080.

8. Phase III.

This phase of the contract will comprise Fully Analytical Aerial Triangulation (FAAT) of all aerial photography. The Consultant will complete this FAAT prior to the end of May, 2004 for a total fee of \$9,615. FAAT will be divided into billable tasks of prepping (30%), point designation within photography and measurement (40%), adjusting and reporting (30%).

9. Phase IV.

This phase of the contract will involve scanning of aerial film for orthophoto production. This phase will be completed by the end of May, 2004 at a unit price of \$17 per orthophoto base map, for a total fee of \$7,480. Monthly invoicing will be accomplished on a basis of percentage of completion. Scanning will be full color and performed for a .5' pixel for 1"=200' maps, and a 1' pixel for 1"=400' maps.

E. Phase V.

This phase of the contract will comprise processing of a Digital Elevation Model (DEM) by utilization of State of North Carolina supplied LIDAR data that is to be supplemented by softcopy stereo compilation from the new aerial photography, as necessary for orthophoto rectification purposes. The Consultant may submit monthly work-in-process invoices based upon a percentage of completion for the total task. Digital Elevation Modeling is to be completed by the end of May 2004 for a total fee of \$4,400.

F. Phase VI.

This phase will comprise softcopy rectification of 326 of 1"=400' and 114 of 1"=200' orthophoto images. This shall be completed by the Consultant for a unit fee of \$99 per orthophoto image, with a calculated total fee of \$43,560, based upon 440 final color orthophoto images. The Consultant will deliver 1"=400' scale orthophoto data to the county by the end of August 2004, and 1"=200' scale orthophoto data by the end of September 2004.

II. COMMENCEMENT AND PROSECUTION OF WORK

Work done by the Consultant will commence immediately upon receipt of authorization to proceed, and will be completed in full and with all “Deliverable Items” accepted by the County no later than September 2004. It is expected that both parties will carry out their respective responsibilities as diligently and expeditiously as possible. However, in the event that unforeseen circumstances arise that may delay the timely completion of any part of the project, the following provisions will apply:

1. If the County fails to supply the Consultant when requested with pertinent and necessary information or materials essential for the progress or completion of any part of the project, then the Consultant shall be permitted to effect a temporary suspension of work, and whatever time is lost as a result of the County’s delay in supplying said information or materials will become an automatic extension of the completion date.
 2. Delays on the part of the Consultant, not specifically excused by force majeure, as defined below, may be excused and become an extension of the applicable completion date, if:
 1. The Consultant has submitted in writing and in advance of the applicable completion date, a request that certain delays of work be excused by the County, stating therein explicit reasons which would justify such delays; and
 2. The County responds in writing, granting to the Consultant approval for an extension to the applicable completion date for a specified time limit based upon the Consultant’s request. Such approvals for extensions of time for completion dates will not be unreasonably withheld by the County.
- C Force Majeure: The Consultant shall not be liable for loss or damage due to delay in delivery resulting from any cause beyond Consultant’s reasonable control or due to compliance with any regulations, order, acts, instructions or priority requests of any Federal, State or Municipal Government or any department or agency thereof, civil or military authority, acts of God, acts or omissions of the County, fires, floods, unusually severe weather, strikes, blackouts, factory shutdowns, or alternations, embargoes, wars, riots, delays or shortages in transportation, inability to obtain labor, manufacturing facilities or material from Consultant’s usual sources. In the event of such delay, the County, upon the written request of the Consultant, shall equitably adjust those contractual provisions, including price and delivery, as may be affected by such a delay.

III. PROJECT DELIVERABLES

The Consultant shall deliver the specific items described as Attachment “A” to the County within the scope of the contract. In addition, all final deliverable items shall also be delivered by the Consultant directly to Brunswick Electric Membership Cooperative, as specifically described within attachment “A”.

IV. WARRANTY, LIABILITY, AND STANDARD OF CARE

The Consultant shall perform services for the County in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent Consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and the Consultant is promptly notified in writing prior to one year after completion of such portion of the services, the Consultant shall promptly reperform such portion of the services.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by any proposals submitted pursuant to this Contract, by furnishing an oral report of the findings made or by any representations made regarding the services included in this Agreement.

In no event shall the Consultant be liable for any special, indirect, incidental or consequential loss of damages.

The total liability of the Consultant, whether in contract, tort (including negligence

whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement, shall not exceed the total amount of the Contract.

V. PAYMENTS TO CONSULTANT

- F. Cash payments of the agreed upon total cost for each phase of work will be made by the County to the Consultant as the work is completed and described herein.
- B. The Consultant may secure payment for a percentage or the full amount of monies allocated to tasks under each Phase by submitting to the County the following:
3. All deliverable items or evidence of work-in-progress representing that percentage or the full amount of work for which the Consultant is claiming payment; and
 4. A dated invoice showing the amount of the claimed payment with a brief description of the work done for each separate amount being claimed. Invoices may be submitted on a monthly basis.
- C. The County will make prompt payments to the Consultant following receipt of the items described in Paragraph V, A and B, above, subject to the following:
1. Formal acceptance by the County as complete, satisfactory and meeting all applicable specifications--of all deliverable items, or evidence of work in progress, representing that percentage of the full amount required to substantiate the claimed payment.
 2. Ten percent (10%) of the total amount of each project phase will be withheld as retainage until all items associated with that phase are completed and, formally accepted by the county as satisfactory and meeting all applicable specifications.
- D. The County shall pay within forty-five (45) days all payment claims submitted by the Consultant, meeting all of the above requirements, and not formally disputed by the County. All payment claims not paid within forty-five (45) days that are not disputed by the County may be considered overdue by the Consultant and shall bear a monthly charge of 1-1/4% on the unpaid amount until paid. The County shall not use the disputation of one payment claim as a reason for disputing or not paying on time any other payment claim.
- E. The County has developed a Fiscal year annual funding for this project that includes funds for FY 2003/04 as well as FY 2004/05. This total funding package includes a contribution by Brunswick Electric Membership Cooperative (BEMC) to Columbus County for delivery of all final products in the same manner and formats to BEMC (deliveries to BEMC to be made by the Consultant) as delivered by the Consultant to Columbus County. Payments will be made to the Consultant by the County as per the above described terms and conditions to the full extent of the monies that are available by the County within the fiscal year funding availability for this project. Thus, the Consultant may have progress on the project in FY 2003/04 that exceeds the County's available project funding for FY2003/04. In this instance, it is understood by all parties that payment for any progress in FY 2003/04 that exceeds the County's allocated funds for this project in FY2003/04 will be delayed until July 2004 (Beginning of FY 2004/05). Further, it is understood that the Consultant will not be paid the BEMC contribution until these funds have been deposited by BEMC with Columbus County. On the basis that the Consultant completes the overall project within the schedule described herein, and within the approval of, and to the satisfaction of Columbus County, then all invoices by the Consultant (including retainage) shall be paid by the County to the Consultant by the end of October 2004, per the terms and conditions described herein.

VI. WORK-IN-PROGRESS INSPECTIONS

The Consultant shall cooperate fully with the County or the County's representatives in making possible work-in-progress inspections as frequently as desired by the County. In the event the County or its representatives reasonably find that project work is not being performed in accordance with the applicable specifications, then the County shall promptly

notify the Consultant in writing of the unacceptable work, and the Consultant shall take immediate appropriate corrective actions.

VII. OTHER LEGAL RESPONSIBILITIES OF PARTIES

- A. The Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances and regulations during its performance under this Agreement.
- B. The Consultant shall save harmless the County and its representatives from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any act of omission by the Consultant or its employees or agents, or from any claims or amounts due arising or recovered under the State's Workmen Compensation laws. Consultant's indemnity and hold harmless obligation undertake pursuant to this contract, if any, shall specifically exclude that portion of such obligations which could require Consultant to indemnify or hold harmless client, its agents, employees, or Consultants for their own negligence.
- C. The County agrees to mitigate its damages, should any damages arise in the course of this Agreement, to every extent possible, and to take such reasonable measures to prevent injury or damages within its jurisdiction as any reasonable prudent individual or entity would take.
- D. Fees described herein do not include North Carolina sales & use tax. These shall be added to invoices as separate items by the Consultant, as appropriate.

VIII. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign its rights and/or obligations under this Agreement without the prior written consent of the other party.

IX. PRICE ESCALATION

The unit rates contained herein shall remain in effect until December 30, 2004. In the event the County should cause the project to be delayed beyond December 30, 2004, then the unit rates contained herein may be adjusted to reflect any increases in the Producer Price Index (PPI). Any services provided to the County after December 30, 2004, may reflect the average annual PPI for the calendar year prior to when the services are actually provided. Any increase in any unit rates shall not exceed 6% in any calendar year.

X. WAIVER, MODIFICATION AND SEVERABILITY CLAUSE

No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless made in writing and signed by authorized representatives of each party. Nor shall any waivers be deemed to excuse the performance of any act other than those specifically referred to in said written notice of waiver. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforce as so limited.

XI. NOTICE PROVISION

Any notice or communication pertaining to this Agreement shall be deemed to have been duly given by the parties hereto if sent to the other by registered mail, by telegraph or telex to the address hereinafter stated, or to such other address as the parties may mutually agree upon.

For the County:

Columbus County

Billy Joe Farmer

County Administrator

For the Consultant:

Carolina Resource Mapping, Inc.

5917 Oleander Drive

Suite 204

Wilmington, NC 28403

Attn: Scott Williams, PLS

111 Washington Street
Whiteville, NC 28472
(910) 640-6600

or Larry Kirkpatrick, PLS
Phone: (910) 799-8100
Fax: (910) 799-6800
swilliams@mapres.com

XII. CONSTRUCTION

This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina, exclusive of its rules pertaining to conflict of laws.

XIII. DISPUTES

Any dispute arising under this contract which is not settled by agreement of the parties may be litigated in the courts of the state from which the contract is issued, or federal courts.

XIV. ENTIRE AGREEMENT

The terms and conditions of this Agreement and any document specifically incorporated herein by reference, if any, constitute the entire Agreement between the parties. No prior communication, whether written or oral, nor any course of prior dealings between the parties shall be read into such Agreement for purposes of construction, interpretation or any other purposes whatsoever.

IN WITNESS WHEREOF, the parties have caused this instrument, consisting of 9 pages, including contract Attachment "A" and other documents referenced herein to be executed by themselves or their duly authorized officers or agents hereunto the day and year first written above.

**BOARD OF COUNTY COMMISSIONERS CAROLINA RESOURCE MAPPING
OF COLUMBUS COUNTY,
NORTH CAROLINA**

BY: /s/ Mr. Bill Memory, Chairman BY: _____

ATTEST:

WITNESS:

/s/ JUNE B. HALL, Clerk to Board

APPROVED AS TO LEGAL FORM AND ADEQUACY

County Attorney

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE NORTH CAROLINA LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACTS.

**BY: _____
Finance Director**

**“Attachment A”
Deliverables for Digital Orthophotography
to
Columbus County, NC, & Brunswick EMC**

1. County-wide color aerial film at 1”=2000’ having a 60% endlap & 30% sidelap.
2. Color aerial film at 1”=1200’ of all 1”=200’ map areas having a 60% endlap & 30% sidelap.
3. Color digital orthophotography as uncompressed TIF/TFW files for County-wide coverage at 1”=400’ color imagery having a 1’ ground resolution pixel.

4. Color digital orthophotography as uncompressed TIF/TFW files for all 1"=200' maps having a .5' ground resolution pixel.
5. All digital orthophotography to also be delivered as B&W imagery files to both Columbus County and BEMC.
6. All digital orthophotography to also be delivered as PDF data as well as MrSID data for two compression ratios (compression ratio to be selected by client) for both Columbus County and BEMC.
7. Ground control report of paneled control.
8. Report for analytical control results to include Airborne GPS data, ground control data, checkpoint data, and photogrammetry data results.
9. Project report signed and sealed by CRM project photogrammetrist in compliance with NC Board of Registration requirements for photogrammetry and surveying.
10. Digital orthophoto data will be re-tiled for the most efficient use by the County and BEMC for day-to-day use and Web based applications.
11. Technical support and on-site data delivery, training, data demonstration, etc, as per the County and BEMC requirements to successfully implement and utilize orthophoto data.
12. All data deliveries to be made by CRM onto the media format requested by Columbus County and BEMC (DVD, sled-type hard drives, NAS, etc.).

Mr. Currie stated this was an extensive process and will take approximately seven (7) months to complete and Columbus County should have delivery in September, 2004.

Commissioner Godwin asked Mr. Currie if anything was tailored in the contract for Brunswick Electric Membership Corporation's benefit. Mr. Currie replied stating no.

Chairman Memory asked how often did mapping have to be done. Mr. Currie replied stating every six (6) years. Mr. Currie stated these photos would be in color.

Commissioner Jacobs made a motion to approve the Agreement for aerial photography to Carolina Resources Mapping for a total project cost of ninety-four one hundred thirty-five and 00/100(\$94,135.00) dollars, seconded by Commissioner Godwin. The motion so carried.

TAX DEPARTMENT - OUTSTANDING TAX REPORT (REAL and PERSONAL):

Chairman Memory requested Richard Gore, Columbus County Tax Administrator, to distribute the following tax information for the Board's review.

TAX YEAR	BILLED	PAID	OUTSTANDING LEVY	PERCENT COLLECTED
1994	\$11,564,776.24	\$11,531,853.35	\$32,922.89	.9972%
1995	\$12,699,857.19	\$12,654,120.71	\$45,736.48	.9964%
1996	\$12,817,930.93	\$12,766,554.53	\$51,376.93	.9960%
1997	\$14,041,491.94	\$13,923,042.61	\$118,449.33	.9916%
1998	\$14,237,187.17	\$14,088,611.90	\$148,575.27	.9896%
1999	\$14,745,013.51	\$14,506,521.55	\$238,491.96	.9838%
2000	\$15,422,385.70	\$15,076,639.69	\$345,746.01	.9776%
2001	\$16,885,123.35	\$16,246,943.02	\$638,180.33	.9622%
2002	\$16,912,632.23	\$15,960,155.56	\$952,476.67	.9437%

2003	\$16,896,742.50	\$13,024,526.82	\$3,872,215.68	.7708%
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Mr. Gore Stated taxes were still in the process of being collected for the year 2003 and the figure for that year was not accurate, but was as of this date.

Agenda Items #11: COMMITTEE APPOINTMENTS / REAPPOINTMENTS and APPROVALS:

June B. Hall, Clerk to the Board, requested the following appointments to be made. These appointments were carry overs from the December 15, 2003 Meeting.

E. Animal Control Advisory Council:

Chairman Memory appointed Dr. John A. Stih, 3522 James B. White Highway South, Whiteville, North Carolina 28472, Telephone: (910) 642-3221, for a two (2) year term, with term expiring December 13, 2003.

F. Whiteville (City of) Zoning Board of Adjustments:

Commissioner Dutton made a motion to appoint John C. Lennon, Jr., 1610 James B. White Highway North, Whiteville, North Carolina 28472, Telephone: (910) 642-4769, to serve in the extra-territorial position vacated by Vance Maultsby who is now deceased, for a three (3) year term, with term expiring 07-31-2006. This motion was seconded by Commissioner Wilson. The motion so carried.

Agenda Item #12: AGING - REPLACEMENTS to the COLUMBUS COUNTY DEPARTMENT of AGING ADVISORY COUNCIL:

The following replacement appointments were made to the Columbus County Department of Aging Advisory Council based on recommendations made by Ed Worley, Aging Director.

Commissioner McKenzie appointed Billy M. Watson, 4192 Old Lumberton Road, Whiteville, North Carolina 28472, Telephone: (910) 648-4374, to fill the unexpired term of Paul Gerald, Jr., who resigned, with term expiring 06-30-2005.

Commissioner Norris appointed Miona Fonvielle, 803 Anderson Street, Tabor City, North Carolina 28463, Telephone: (910) 653-2345, to fill the unexpired term of Margaret Jo Willoughby, who resigned, with term expiring 06-30-2004.

Agenda Item #13: ECONOMIC DEVELOPMENT - APPOINTMENT to the INDUSTRIAL FACILITIES POLLUTION CONTROL FINANCING AUTHORITY:

Phyllis Owens, Executive Director of Columbus County Economic Development, requested the Board to make an appointment to the Industrial Facilities Pollution Control Financing Authority to fill the vacancy created by W.C. Sealey who is now deceased.

Commissioner Jacobs made a motion to table, seconded by Commissioner Norris. The motion so carried.

Agenda Item #14: CONSENT AGENDA ITEMS:

Commissioner Norris made a motion to approve the following Consent Agenda Items, seconded by Commissioner Wilson. The motion so carried.

A. Budget Amendment:

TYPE	ACCOUNT	DETAILS	AMOUNT
Expenditure	10-505-7200	Buildings	\$60,000
Revenue	10-336-2000	SERMH Reimb - Building Renovations	

B. Tax Refunds and Releases:

NOTE: This information can be found at the very end of these minutes due to the incompatibility of the computer programs between the Tax Office and the Governing Body Office.

Agenda Item #15: COMMENTS:

A. Public:

Chairman Memory asked if anyone in the audience had any comments they would like to make. The following people spoke.

1. **Doug Klier:** The Columbus County Citizens and Taxpayers Association would like to respond to the article in the News Reporter dated December 15, 2003, entitled "County Mulls Water Tax". Mr. Klier passed out a typed page of information with thirteen (13) pages of attached information regarding Public Water Supply System. For more information regarding content, see Attachment "A" in the Minute Book Attachments, Book #2.
2. **Penny Grainger:** I represent the Columbus County Citizens and Taxpayers Association and I have delivered the Chairman a Petition for the removal of mandatory water connections in Columbus County with three hundred seventy-five (375) more signatures.
3. **Noah David Long:** The Columbus County Citizens and Taxpayers Association would like to inform you why the mandatory water connections did not and will not work. Mr. Long passed out a full page of typed information which he read in its entirety. For more information regarding content, see Attachment "B" in the Minute Book Attachments, Book #2.

AGREEMENT - PENN VENTILATION EXPANSION INCENTIVE GRANT AGREEMENT:

A Public Hearing was duly advertised and conducted at 7:15 P.M. on January 5, 2004 to receive views from all interested parties on the Penn Ventilation Expansion Incentive Grant Agreement. No comments were received. The original Agreement will be kept on file in the Office of the Clerk to the Board and a copy will be kept on file in the Economic Development Office for review.

Commissioner Jacobs made a motion to approve the following Penn Ventilation Expansion Incentive Grant Agreement contingent on the finalization by James E. Hill, Jr., Columbus County Attorney, seconded by Commissioner Godwin. The motion so carried.

**STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS**

AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this the day of _____, 2004, between **COLUMBUS COUNTY** (the "County"), a political subdivision of the State of North Carolina, and **PENN VENTILATION, Inc.**, a _____ Corporation.

WITNESSETH:

WHEREAS, PENN VENTILATION, INC., has agreed to create 57 new jobs in Columbus County, NC and add \$2 million in equipment at the Tabor City plant as outlined on the attached **Exhibit A**, and

WHEREAS, PENN VENTILATION, INC., has received a proposal from the County which provides for certain economic incentives to encourage the creation of these jobs and the investment in equipment, and **PENN VENTILATION, INC.**, has considered requesting similar proposals from competing counties and states; and

WHEREAS, PENN VENTILATION, INC., has determined that the existing facility in Tabor City, Columbus County, North Carolina, more particularly described on tax records and attached as **Exhibit B**, along with additional equipment added to the facility from the Kentucky plant, makes this location the optimum location for the addition of new product lines; and

WHEREAS, in order to encourage **PENN VENTILATION, INC.**, to add the equipment and create new jobs, and to assist **PENN VENTILATION, INC.**, in such activity, the County has

offered the incentives and other agreements set forth below; and

WHEREAS, after careful consideration and evaluation of this proposal, **PENN VENTILATION, INC.** has based its **decision** to expand in the Facility in the County, in part, on the incentives and other agreements from the County contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and of other consideration, the receipt and sufficiency of which are now acknowledged by the parties, the County and **PENN VENTILATION, INC.**, do hereby agree as follows:

SECTION 1. Incentive Grants. The County shall, in accordance with and as provided by this Agreement, agree to pay **PENN VENTILATION, INC.** the incentive grants (each a "grant" and collectively, the "Grants") generally described in the Industrial Development Incentive Grant Program (collectively, the "Program"), attached hereto as Exhibit C, and as previously approved by the Board of County Commissioners of the County, with a copy of County Commissioner Board Minutes attached hereto as Exhibit D. The County hereby confirms that the Board of County Commissioners of the County has approved the application of the Program to the Facility and has authorized the Grants and the other terms of this Agreement. It is further understood that the items for consideration in authorizing the Grants are:

3. the size of the project based the number of jobs retained and future growth potential
4. the number of and type of jobs created
5. potential for future expansion and increased employment
6. site specific issues that impact upon local infrastructure responsibilities
7. site specific initiatives that may be pursued to stimulate other development in areas that the county deem of significant benefit to the community

The County further confirms that this Agreement constitutes the "formal agreement" required under the Program and that the terms of this Agreement and the applicable terms contained in the attached descriptions of the Program (**Exhibit C**) shall govern the application of the Program to the Facility.

It is further agreed that in the event of any conflict between the terms set out in this Agreement and those contained in Exhibit C that the terms of this Agreement shall prevail, even if the program (Exhibit C) is terminated at some future date within the twenty-year (20) term of this Agreement, nonetheless the terms and conditions contained therein shall still continue to remain in effect between the parties as they apply to this Agreement.

The parties agree that the five-year period for each Grant to **PENN VENTILATION, INC.** shall begin with such fiscal year as mutually agreed upon and as provided for in the Economic Development Commission's budget for that fiscal year. **PENN VENTILATION, INC.** shall elect the year by written notice to the County. Further, for any additional qualifying expansion of the Facility on the Property, **PENN VENTILATION, INC.** will receive additional Grants under the Program, each for a separate five-year Grant period and each beginning with such fiscal year as **PENN VENTILATION, INC.** shall elect and that is mutually agreed upon with the Economic Development Commission. For purposes of this Agreement a "qualifying expansion" shall be considered to be an additional expenditure by **PENN VENTILATION, INC.** which would result in an increase in the ad valorem real property taxes on the Property to be paid by **PENN VENTILATION, INC.** and the creation of 25 new jobs by year three (3) at the Facility. In calculating the three year period for the creation of the twenty-five (25) new jobs at the Facility within Columbus County, the time will begin when **PENN VENTILATION, INC.** submits written notice to Columbus County of each election of the five year period for each Grant as above stated and not from the time **PENN VENTILATION, INC.** qualifies for the Grant. It is understood between the parties that all Grants must be applied for within twenty (20) years of the execution of this Agreement.

For purposes of this Agreement the definition of Ad Valorem Property Tax (also referred to as Property Tax) should consist of all taxes imposed and levied by Columbus County on the value of both the real and personal property located on the Property. It is further understood that the personal property to be assessed shall include all buildings, machinery, equipment and other personal property which is added or installed after January 1, 2003. In connection with this Grant made hereunder the amount of the Grant for each Grant year shall be as follows:

Year

Incentive Grant

Year 1	\$13,900	Year 2	\$12,500	Year 3	\$11,700
Year 4	\$10,900	Year 5	\$10,900		

Bonus Grant:

Columbus County agreed to expand the incentives offered to include a bonus amount of \$25,000. This amount is payable over a five year period at \$5,000 per year. This grant requires the company to meet all requirements of the IDF grant noted above and shall be paid with the IDF grant once the documentation and requirements noted below have been met.

After **PENN VENTILATION, INC.** shall have qualified for a Grant and shall have notified the County of its election to begin the five-year period for such Grant, **PENN VENTILATION, INC.** shall, during each year of the five-year period of such Grant, send to the Economic Development Commission's office, at the time it makes its annual property tax payments, each of the following:

(i) a summary report confirming the current employment levels of **PENN VENTILATION, INC.** at the Facility;

(ii) the average salary of the employees of **PENN VENTILATION, INC.** at the facility;

(iii) and a copy of the receipt for such property tax payment and any accompanying correspondence.

The County agrees that the Grant payments to be made to **PENN VENTILATION, INC.** each year will be made within thirty (30) days after the payment by **PENN VENTILATION, INC.** of all property taxes due to the County for such year and the delivery of the other items referred to in the preceding sentences. **IT IS UNDERSTOOD BY ALL PARTIES THAT PENN VENTILATION, INC. MUST BE CURRENT IN THE PAYMENT OF ALL AD VALOREM PROPERTY TAXES OWED TO COLUMBUS COUNTY AT THE TIME APPLICATION FOR GRANT PAYMENTS ARE MADE. NO GRANT PAYMENTS WILL BE MADE BY THE COUNTY UNLESS ALL PROPERTY TAX PAYMENTS ASSOCIATED WITH PENN VENTILATION, INC. BUSINESS ACTIVITIES IN COLUMBUS COUNTY ARE PAID IN FULL.**

SECTION 2. Validity of Incentives. NO change in the Program after the date hereof shall apply to the provisions of this Agreement or to the Facility (as it may be expanded). In the event one or more lawsuits or other proceedings are brought against the County or any County elected official challenging the legality of this Agreement or any portion thereof, then the County shall defend against any and all such lawsuits or other proceedings, including appealing any adverse judgment to the appropriate Court. In the event that the Program is determined by a Court of law to be invalid, the County agrees that it will provide **PENN VENTILATION, INC.**, only to the extent as permitted by law, with other incentives of substantially equal value pursuant to one or more replacement grant incentive programs.

SECTION 3. Miscellaneous.

3.1 Notices. All notices, certificates or other communications required by or made pursuant to this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid or sent by telefacsimile (confirmed by the party providing notice) as follows:

The County:
Columbus County Economic Development Commission
111 Washington Street
Whiteville, NC 28472
Attention: Economic Development Director

PENN VENTILATION, INC.
P.O. Box 714
233 US 701 By-pass
Tabor City, NC 28463

The County, the EDC office or **PENN VENTILATION, INC.** may, by notice given to the other, designate any further or different addresses to which notices, certificates, requests of other communications shall be sent.

3.2 Binding Effect. This Agreement shall inure to the benefit of and is binding upon the County and **PENN VENTILATION, INC.** and their respective successors and assigns.

3.3 Amendments, Changes, and Modifications. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.

3.4 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

3.5 Counterparts. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.

3.6 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina.

3.7 Captions. The captions or headings used throughout this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

3.8 Confidentiality. **PENN VENTILATION, INC.** and the County acknowledge that certain Exhibits to this Agreement, and/or other information provided by **PENN VENTILATION, INC.** pursuant to this Agreement, may contain **PENN VENTILATION, INC.** trade secrets. Accordingly, such information will be maintained in confidence by the County, unless its release is consented to in writing by **PENN VENTILATION, INC.**

3.9 Construction. The parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by counsel for the parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

PENN VENTILATION, INC.

BY: _____
President and Chief Executive Officer

ATTEST:

Secretary

(Corporate Seal)

COLUMBUS COUNTY BOARD OF COMMISSIONERS

BY: _____

ATTEST:

June B. Hall
Clerk to the Board

(County Seal)

At 8:13 P.M., Commissioner Jacobs made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S. §143-318.11, seconded by Commissioner Godwin. The motion so carried.

No official action was taken.

ADJOURN CLOSED SESSION and resume REGULAR SESSION

At 8:59 P.M., Commissioner Wilson made a motion to adjourn Closed Session and resume Regular Session, seconded by Commissioner McKenzie. The motion so carried.

ADD-ON'S:

#1: Administration - Update on Hill Building Renovations by Lee Dixon: Billy Joe Farmer, County Administrator, requesting the Board to receive the following update on the progress of the design and construction plans for the Hill Building by Lee Dixon, EDA, pa, North Carolina.

- A. The plans for this renovation are in the preparation phase;
- B. We are in the process of doing the construction documents and the bidding documents.
- C. In order to speed this process up, we could have the intermediate bid for demolition ready for bid in two (2) weeks. This demolition could take place while these other documents are being prepared. The demolition will consist of totally gutting the building down to bare walls which is needed.

Commissioner Wilson asked Mr. Dixon what the total cost of this project would be. Mr. Dixon replied stating the cost would be approximately six hundred thousand and 00/100 (\$600,000.00) dollars.

Commissioner Jacobs asked Billy Joe Farmer, County Administrator, if this demolition work could be done in-house to save money. Mr. Farmer replied the Maintenance Staff was too busy and could not get this task accomplished in a timely manner as is needed.

Commissioner Jacobs made a motion to approve EDA, pa, North Carolina to advertise for intermediate bids for the demolition of the Hill Building, seconded by Commissioner McKenzie. The motion so carried.

#2: Governing Body - Adoption of Policy on Public Comments at Public Hearings and Policy on Comments at Board Meetings for Items not on the Agenda: Billy Joe Farmer, County Administrator, requested Board approval of the following two (2) policies regarding public comments.

COLUMBUS COUNTY BOARD OF COUNTY COMMISSIONERS POLICY ON COMMENTS AT PUBLIC HEARINGS

The meeting agenda will be followed as outlined in the Columbus County Commissioner's Board Package and as posted on the Public Agenda prior in the meeting room, unless modified by the Chairman, with the consent of the majority of the Board of Commissioners. The following rules shall apply to Public Hearings conducted during this time.

1. All persons wishing to speak during the time allotted for the public hearing must register on a sign up sheet in the rear of the room prior to the beginning of the public hearing as outlined in the printed and posted agenda. Individuals desiring to address the Board of Commissioners are requested to print their name and address at the time of signing up.
2. Public Hearings scheduled for the Board meetings shall be conducted by the County Board Chairman. Prior to opening any public hearing, the County Attorney shall advise those in attendance of the rules to be followed.
3. The Chairman may elect to first call upon the appellant or designated representative who shall be allowed a combined maximum time of ten minutes to explain the purpose of the hearing.
4. The Chairman may call upon Staff members to provide any information related to the matter at hand.

5. The customary amount of time set aside for public comment during a public hearing shall be thirty minutes. The Chairman shall note that the public hearing is the time for speakers to express their opinions about the issue under discussion, not a time to ask questions of the Chairman and County Board or staff members. The Chairman will recognize those wishing to speak on the particular issue, and the individuals who are recognized will come to the podium and give their name and address. They will then be allowed three minutes in which to present comments, and the County Attorney will keep the time for that period. A person may only speak once during the period allotted for all comments on the issue.
6. In an attempt to give balance to discussion on a particular issue, the Chairman shall alternate speakers between someone wishing to support an issue and someone who is opposed to the issue.
7. At the conclusion of the thirty (30) minute period, the Chairman shall close the public hearing.

ADOPTED this the 20th day of January, 2004.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

BILL MEMORY, Chairman

ATTESTED BY:

JUNE B. HALL, Clerk to Board

This Policy will become effective the next meeting of the Columbus County Commissioners following the adoption.

COLUMBUS COUNTY BOARD OF COMMISSIONERS POLICY ON COMMENTS AT BOARD MEETINGS FOR ITEMS NOT ON THE AGENDA

There shall be a time set aside at each regular meeting of the Board of Commissioners for public comment. The meeting agenda shall be followed as outlined in the Columbus County Commissioner's Board Package and as posted on the Public Agenda prior in the meeting room, unless modified by the Chairman, with the consent of the majority of the Board of Commissioners. The following procedure will be followed for public comment on non-agenda items at meetings of the Board of Commissioners.

5. At the end of each regularly scheduled meeting, the Board shall allow public comment. The maximum amount of time set aside for public comment shall be thirty minutes, but the Board may reduce that time based upon various factors, such as: the length of the meeting, the time the normal business on the agenda concludes, whether there is a closed session scheduled, whether one or more of the Board members have other conflicts and are unable to remain past a certain time, etc.
6. Prior to the meeting, anyone wishing to speak shall complete an index card supplied by the County, on which they will provide their name, address and telephone number. They shall identify the topic they wish to address, and include all pertinent information. These cards are to be presented to the County Clerk no later than 30 minutes after the commencement of the scheduled meeting, who will give each card a number in the order in which it is received.
7. When the Board reaches that portion of the meeting when public comments are permitted, the Chairman will recognize those wishing to speak in the numerical order shown on the cards. Individuals who are recognized will come to the podium and give their name and address. They will then be allowed three minutes in which to present comments, and the County Attorney will keep the time for that period. A person may only speak once during the period allotted for all comments. There shall be no yielding of time or allowance for one speaker to utilize another's time when addressing the Board of Commissioners. One must speak on his or her concern, or the concern of the general public as a whole. Only an attorney who represents that person may address the Board of Commissioners about a specific problem of another individual.

8. The Board is generally not expected to comment on matters brought to the Board during this time, and shall decline to take action on a request which is presented during the public comment portion of the meeting. Such request shall instead be referred to the County Administrator, the County Attorney or other appropriate individual for investigation and action, or for a future report back to the Board.
5. Proper order will be maintained at all times during the meeting and the members of the audience shall be polite and courteous to all speakers at all times, regardless of their respective position. Only the speaker at the podium will be allowed to address the Board of Commissioners, or to make comments during the presentation.

ADOPTED this the 20th day of January, 2004.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

BILL MEMORY, Chairman

ATTESTED BY:

JUNE B. HALL, Clerk to Board

This Policy will become effective the next meeting of the Columbus County Commissioners following the adoption.

Commissioner Wilson made a motion to adopt the Policy on Public Comments at Public Hearings and the Policy on Comments at Board Meetings for Items no on the Agenda. The motion died for a lack of a second.

Commissioner Godwin made a motion to table the Policy on Public Comments at Public Hearings and the Policy on Comments at Board Meetings for Items not on the Agenda, pending further review, seconded by Commissioner Jacobs. The motion so carried.

TAX REFUNDS and RELEASES (See Agenda Item #14-B):

**TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office):
January 5, 2004**

The Tax Administrator's Office recommends that the values listed below be refunded to the following citizens:

Type	First Name	Amount Released	Property	Year	Account #	Bill #	Total
Refunds	Dyson, C.D. (Heirs)		Refund user fee on house that is vacant and has no trash can. Approved by Solid Waste. Make check payable to Crowell Dyson Jr.				
		\$0.00	\$0.00	2003	13-1100	3711	\$177.00
	<i>P.O. Box 15 Chadbourn, NC 28431</i>						
Refunds	Ellis, Robert M.		Refund one month of the user fee. Customer had the trash can for eleven months only. Approved by Solid Waste.				
		\$0.00	\$0.00	2003	15-1302	3767	\$14.75
	<i>410 Ellis Farm Rd. Riegelwood, NC 28456</i>						
Refunds	Wardens & Vestry of Grace		Refund user fee. Property is tax exempt. Make check payable to Wardens & Vestry of Grace Episcopal Ch. Trust of Diocese E. Carolina. Approved by Solid Waste.				
		\$0.00	\$0.00	2003	01-0211	6801	\$87.00
	<i>104 S. Madison St. Whiteville NC 28472</i>						

**TAX RELEASES (as submitted to the Governing Body Office from the Tax Office):
January 5, 2004**

The Tax Administrator's Office recommends that the values listed below be released to the following citizens:

<i>Type of Release</i>	<i>First Name</i>	<i>Amount Released</i>	<i>Property</i>	<i>Year</i>	<i>Account #</i>	<i>Bill #</i>	<i>Total</i>
Property	Brown, Perriner		Release the property value and the Columbus Rescue fee. Customer failed to receive the senior citizens exemption. Approved by Solid Waste.				
		\$151.32	\$19,400.0	2003	06-0258	31319	\$242.20
Property	Cartrette, Lizzie		Release a portion of the property value, a portion of the Roseland Fire fee (10.92) and the Columbus Rescue fee (3.64). Customer failed to receive the senior citizens exemption. Approved by Solid Waste.				
		\$141.96	\$18,200.0	2003	09-0493	33488	\$156.52
Property	Farmer, Flora L.		Release a portion of the property value and a portion of the Columbus Rescue fee. Customer failed to receive the senior citizens exemption.				
		\$156.00	\$20,000.0	2003	04-0461	82861	\$160.00
Property	Farmers Union Community		Release the property value and the Whiteville Rescue fee. Property should be tax exempt.				
		\$2,019.42	\$258,900.	2003	14-0254	38314	\$2,071.
Property	Hill Daisy A. (etal)		Release the value of a old house and the Whiteville Rescue fee. Home was demolished and replaced with a FEMA home. Approved by Solid Waste.				
		\$225.42	\$28,900.0	2002	01-4023	74475	\$318.20
Property	Konstantinos Creek Italian		Release a portion of the business personal value and a portion of the Whiteville Rescue fee. The business equipment was billed with incorrect value.				
		\$1,520.86	\$194,982.	2003	01-0213	48597	\$1,559.
Property	Smith, Jack		Release the value of a boat and the Whiteville Rescue fee. The boat was sold in 2002.				
		\$4.89	\$627.00	2003	01-0402	61702	\$5.52
Property	Wardens & Vestry Of Grace		Release the value of a house and the Whiteville Rescue fee. House should be exempt. Church property.				
		\$721.50	\$92,500.0	2003	01-0211	68011	\$740.00
Property	Williams, Wade L.		Release the 2% discount that was not absorbed by computer.				
\$8.86	\$0.00			2003	09-3371	69616	\$8.86
						User	Fee
Anderson, Blondell			Release a portion of the user fee. The trash can is inside the city limits. Approved by Solid Waste.				
		\$0.00	\$0.00	2003	10-0026	27508	\$90.00
User Fee	Barefoot, Joe Blake		Release user fee on house that is vacant and has no can. Approved by Solid Waste.				
		\$0.00	\$0.00	2003	11-0098	28263	\$177.00
User Fee	Batten, Arthur T.		Release user fee. There is no trash can here. Approved by Solid Waste.				
\$0.00	\$0.00			2003	03-0068	28690	\$177.00
						User	Fee
Bryd Family LLC			Release user fee. House is vacanat. Approved by Solid Waste.				
		\$0.00	\$0.00	2003	11-0382	32424	\$177.00
User Fee	Byrd Family LLC		Release user fee. House is vacant. Approved by Solid Waste.				
		\$0.00	\$0.00	2003	11-0382	32427	\$177.00
User Fee	Byrd Family LLC		Release user fee. House is vacant. Approved by Solid Waste.				
		\$0.00	\$0.00	2003	11-0382	32414	\$177.00

User Fee	Byrd Family LLC	Release both user fees. Boths houses are vacant. Approved by Solid Waste.	\$0.00	\$0.00	2003	11-0382	32425	\$354.00
User Fee	Byrd, Giles	Release half of the user fee. This is a hunting camp. Approved by Solid Waste.	\$0.00	\$0.00	2003	11-0479	32443	\$88.50
User Fee	Coleman, Cameron	Release user fee. House is vacant. Approved by Solid Waste.	\$0.00	\$0.00	2003	16-0287	34311	\$177.00
User Fee	Coleman, R.C.	Release user fee. House is vacant. Approved by Solid Waste.	\$0.00	\$0.00	2003	03-0386	34410	\$177.00
User Fee	Creech, Phyllis	Release both user fees. Both houses are vacant with no power. Approved by Solid Waste.	\$0.00	\$0.00	2003	14-0400	35298	\$354.00
User Fee	Dorsey, Walton	Release user fee. House used for storage. Approved by Solid Waste.	\$0.00	\$0.00	2003	13-1055	36643	\$177.00
User Fee	Ezzell, Leona	Release user fee. House is vacant with no electricity. Approved by Solid Waste.	\$0.00	\$0.00	2003	10-0505	38133	\$177.00
User Fee	Ezzell, Leona	Release the user fee on a house that is vacant and has no electricity. Approved by Solid Waste.	\$0.00	\$0.00	2003	10-0505	38134	\$177.00
User Fee	Floyd, Novell	Release a portion of the user fee. The trash can is inside the city limits of Fair Bluff.	\$0.00	\$0.00	2003	10-0552	38998	\$90.00
User Fee	Hammond, Richard	Release half of the user fee. This is a summer home. Approved by Solid Waste.	\$0.00	\$0.00	2003	06-0073	43328	\$88.50
User Fee	Hardwick, Ronnie P.	Release user fee. Customer is using a commercial hauler. Approved by Solid Waste.	\$0.00	\$0.00	2003	09-1280	43617	\$177.00
User Fee	Hemingway, Alfred	Release user fee on mobile home that is vacant. Approved by Solid Waste.	\$0.00	\$0.00	2003	07-0824	44389	\$177.00
User Fee	Jenkins, Ruth N.	Release the user fee on house that is vacant. Approved by Solid Waste.	\$0.00	\$0.00	2003	10-0952	47130	\$177.00
User Fee	Lane, Willard	Release one of two user fees. Customer only has one trash can. Approved by Solid Waste.	\$0.00	\$0.00	2002	01-5098	78330	\$177.00
User Fee	Lane, Willard	Release one of two user fees. Customer only has one trash can. Approved by Solid Waste.	\$0.00	\$0.00	2003	01-5098	48828	\$177.00
User Fee	Long, Charles L.	Release half of the user fee. This is a summer home. Approved by Solid Waste.	\$0.00	\$0.00	2003	03-1346	49953	\$88.50
User Fee	Marlowe, Watson	Release user fee. Trash can picked up 2-3 years ago. Approved by Solid Waste.	\$0.00	\$0.00	2003	07-1194	50898	\$177.00
User Fee	McPherson, Yates L.	Release user fee. The trash can has been picked up. Approved by Solid Waste.	\$0.00	\$0.00	2003	09-2006	52514	\$177.00

User Fee	Nance, W. Morris	Release user fee on mobile home that is vacant. Approved by Solid Waste.	\$0.00	\$0.00	2003	12-2046	54307	\$177.00
User Fee	Pierce, J. W.	Release user fee on house that is vacant with no electricity. Approved by Solid Waste.	\$0.00	\$0.00	2003	11-1996	56218	\$177.00
User Fee	Pierce, Jesse L.	Release the user fee on house that is vacant and has no electricity. Approved by Solid Waste.	\$0.00	\$0.00	2003	11-1990	56233	\$177.00
User Fee	Powers, Elizabeth	Release both user fees on the two houses that are vacant with no electricity. Approved by Solid Waste.	\$0.00	\$0.00	2003	13-3334	57045	\$354.00
User Fee	Powers, Elizabeth	Release user fee on house that is vacant with no electricity. Approved by Solid Waste.	\$0.00	\$0.00	2003	01-7255	57041	\$177.00
User Fee	Prince, Bonnie K.	Release user fee. Customer is using a commercial hauler. Approved by Solid Waste.	\$0.00	\$0.00	2003	09-0575	57455	\$177.00
User Fee	Prince, Kevin M.	Release two of three user fees. Customer only has one trash can. Approved by Solid Waste.	\$0.00	\$0.00	2003	09-2433	57513	\$354.00
User Fee	Sarvis, Timmy E.	Release one of two user fees. Customer only has one trash can. Approved by Solid Waste.	\$0.00	\$0.00	2003	12-2396	59450	\$177.00
User Fee	Smith, J. Ezell	Release user fee. House is used for storage. Approved by Solid Waste.	\$0.00	\$0.00	2003	04-1472	61694	\$177.00
User Fee	Stanley Auto Sales	Release four user fees. Two houses burned and two houses are unlivable. Approved by Solid Waste.	\$0.00	\$0.00	2003	09-2864	63211	\$708.00
User Fee	Stanley, Harry (Heir)	Release user fee on vacant house that has no power. Approved by Solid Waste.	\$0.00	\$0.00	2003	07-1600	63299	\$177.00
User Fee	Stevens, Willilam D.	Release half of the user fee. This is a summer home. Approved by Solid Waste.	\$0.00	\$0.00	2003	07-1670	63834	\$88.50
User Fee	Strickland, Richard D.	Release the user fee on a house that is vacant with no electricity. Approved by Solid Waste.	\$0.00	\$0.00	2003	16-1521	64373	\$177.00
User Fee	Thompson Calton	Release user fee on vacant warehouse. Approved by Solid Waste.	\$0.00	\$0.00	2003	01-9320	65200	\$177.00
User Fee	Thompson, Calton	Release user fee on house that is used for storage. Approved by Solid Waste.	\$0.00	\$0.00	2003	01-9320	65199	\$177.00
User Fee	Turbeville, R. Louise	Release user fee on vacant house with no electricity. Approved by Solid Waste.	\$0.00	\$0.00	2003	13-4066	66103	\$87.00
User Fee	Watkins, Arron	Release user fee on house that is vacant. Approved by Solid Waste.	\$0.00	\$0.00	2003	02-0280	68096	\$177.00
User Fee	Williams, Bobby D.	Release two user fees. Both houses are vacant. Approved by Solid Waste.	\$0.00	\$0.00	2003	13-4372	69234	\$354.00
User Fee	Williams, Curtis	Release half of the user fee. This is a vacation home. Approved by Solid Waste.						

\$0.00 \$0.00 2003 11-2992 69272 \$88.50

ADJOURNMENT:

At 9:11 P.M., Commissioner Wilson made a motion to adjourn, seconded by Commissioner McKenzie. The motion so carried.

APPROVED:

JUNE B. HALL, Clerk to Board

BILL MEMORY, Chairman