

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Monday, October 18, 2004

7:00 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 holding two (2) Public Hearings and their regular scheduled meeting on the third 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**

APPOINTEE ABSENT:

Roxanne Coleman

7:00 P.M. PUBLIC HEARING #1:

Application for Concentrated Needs Grant 2005-06 (this is the second hearing of the two (2) required public hearings)

Chairman Memory stated the purpose of this Public Hearing is to notify citizens of the proposed application contents and receive comments relative to the proposed application contents. Chairman Memory opened the floor for comment. The following comments were stated.

Floyd Adams, The Adams Company, Incorporated: stated the following:

1. This grant encompasses a total of nine (9) houses;
2. The houses will be torn down and replaced, and does not allow for any renovation;
3. With the assistance of Commissioner McKenzie and Darren Currie, Assistant County Administrator, we have located some target areas for this grant as follows:
 - A. C-1a Target Area - McMillan Road: Five (5) houses which are severe with low income and two (2) have no bathroom
 - B. L-1 Target Area - Mr. Peacock
 - C. C-1b Target Area - Peacock Road: Three (3) houses with low income and houses are falling down
4. I have prepared the following Project Summary Cost:

**Columbus County 2005-2006 CDBG
Project Summary Cost**

	CDBG Funds	Local Funds	Total Funds
C1:			
Acquisition	\$ 8,000		\$ 8,000
Clearance	\$ 51,100		\$ 51,100
Relocation	\$476,400	\$70,000	\$546,400
Administration	\$ 59,500		\$ 59,500
TOTAL:	\$595,000	\$70,000	\$ 665,000
L1:			
Clearance	\$ 10,000		\$ 10,000
Relocation	\$ 84,600		\$ 84,600
Administration	\$ 10,400		\$ 10,400
SUBTOTAL:	\$105,000	-0-	\$105,000
GRAND TOTAL:	\$700,000	\$70,000	\$770,000

Chairman Memory asked Mr. Adams how many of these houses were mobile homes. Mr. Adams replied stated his thinking was there were no mobile homes involved.

Chairman Memory and Commissioner Godwin stated that if mobile homes were to be used for the replacements, then double-wide mobile homes or modular houses with a permanent brick foundation should be utilized.

Commissioner Godwin asked if the grant required for the houses to be owned or rentals. Mr. Adams replied stating the houses could be rentals.

Commissioner Godwin asked Mr. Adams how many of these nine (9) houses were owned and how many were rentals. Mr. Adams replied stating there were two (2) rentals out of nine (9) and on the rentals, this grant will pay rent for forty-two (42) months or the rentee can use the money for a down payment on another rental located elsewhere.

Commissioner Godwin requested Mr. Adams to present the addresses of the houses located in the target areas. Mr. Adams stated the following addresses:

C-1 Target Area:

- Unit #2 223 McMillan Road (Tenant)
- Unit #3 265 McMillan Road
- Unit #4 122 Johnson Lane (Tenant)
- Unit #5 170 Johnson Lane
- Unit #6 177 Johnson Lane

L-1 Target Area:

- Unit #1 631 McMillan Road

C-1b Target Area:

- Unit #13 24781 Peacock Road
- Unit #14 24735 Peacock Road
- Unit #16 14695 Peacock Road

Discussion among the Board members and Mr. Adams was conducted relative to what position the County would be placed in the owner-tenant scenario. Mr. Adams stated there would be no recapture in this situation.

Commissioner Elect James E. Prevatte stated the owner-tenant scenario, with no recapture for the County, did not sound favorable.

PUBLIC HEARING CLOSED:

At 7:21 P.M., there being no further comments, Commissioner Wilson made a motion for the Public Hearing to be closed, seconded by Commissioner McKenzie. The motion so carried.

**7:21 P.M. PUBLIC HEARING #2:
Closeout for CDBG Grant # 02-C-0947 Scattered Site Housing**

Chairman Memory stated the purpose of this Public Hearing is to receive views and opinions from the citizens of Columbus County with regard to close-out of the 2002 Community Development Program, namely, CDBG Grant # 02-C-0947. Chairman Memory opened the floor for comment. The following comments were made.

Floyd Adams, The Adams Company, Incorporated: stated the following:

1. This grant went very well;
2. Seven (7) units were rehabilitated;
3. I have met with the Task Force and everyone was pleased with the results; and
4. This was a four hundred thousand and 00/100 (\$400,000.00) dollars grant.

PUBLIC HEARING CLOSED:

At 7:23 P.M., there being no further comments, Commissioner Jacobs made a motion to close the Public Hearing, seconded by Vice Chairman Dutton. The motion so carried.

7:30 P.M. REGULAR SESSION

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

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

Agenda Item #4: BOARD MINUTES APPROVAL:

Commissioner Norris made a motion to approve the October 4, 2004 Board Minutes, as recorded, seconded by Vice Chairman Dutton. The motion so carried.

Agenda Item #13: CDBG 2005-06 CONCENTRATED NEEDS GRANT - APPROVAL TO APPLY:

Darren Currie, Assistant County Administrator, requested Board approval to apply for the 2005-06 Concentrated Needs Grant. The second of the two (2) required public hearings was held tonight previous to this meeting.

Commissioner Godwin made a motion to table the approval to apply for the CDBG 2005-06 Concentrated Needs Grant until further discovery, seconded by Commissioner Wilson. The motion so carried.

Agenda Item #5: ORDINANCE - APPROVAL and ADOPTION of the NEW COLUMBUS COUNTY FIRE PROTECTION and PREVENTION ORDINANCE:

Ronnie Hayes, Emergency Services Director, requested approval of the following three (3) items:

1. **Rescind the existing Columbus County Fire Prevention Code Ordinance, originally adopted on April 15, 1996, with attached amendments;**
2. **Approval and adoption of the new Columbus County Fire Protection and Prevention Ordinance; and**

(See Attachment "A")

3. **Approval and adoption of the 2004-2005 Columbus County Fire Protection and Prevention Fee Schedule.**

(See Attachment "B")

Mr. Hayes stated the following relative to the difference between the existing Ordinance and the new Ordinance:

1. In lieu of the towns and cities being inclusive in the new Ordinance, they will be separate and apart and will be handled as contract services;
2. We have included a guide for burning;
3. In the appendix are guidelines for open burning;
4. Appendix B entails false fire alarm;
5. The Fee Schedule will be separate and apart from the Ordinance and deals primarily with permits; **and**
6. If fees change each Budget year, the fee schedule can be updated without doing an amendment to the Ordinance.

Commissioner Godwin asked Mr. Hayes if the Fee Schedule covered stations that fill small LP Gas tanks. Mr. Hayes replied stating no, the Fee Schedule deals with tank farms.

Commissioner Wilson made a motion to approve the following as requested by Ronnie Hayes, Emergency Services Director:

1. **Rescind the existing Columbus County Fire Prevention Code Ordinance, originally adopted on April 15, 1996, with attached amendments;**
2. **Approval and adoption of the new Columbus County Fire Protection and Prevention Ordinance; and**
3. **Approval and adoption of the 2004-2005 Columbus County Fire Protection and Prevention Fee Schedule.**

This motion was seconded by Commissioner Norris. The motion so carried.

Agenda Item #3: PRESENTATION of "PROCLAMATION of APPRECIATION to THE HONORABLE ROBERT CHARLES SOLES, JR".:

Chairman Memory announced there was a distinguished gentleman in the audience who had served the citizens of Columbus County, and surrounding areas, for many years in an exemplary manner by exercising his ability to acquire the greatest benefits possible for his constituents. This gentleman's name is Senator R.C. Soles, Jr., and we would like to honor him by presenting this "Proclamation of Appreciation to The Honorable Robert Charles Soles, Jr." as a small token of thanks and appreciation for his many years of service.

Senator Soles graciously accepted the framed Proclamation of Appreciation to The Honorable Robert Charles Soles, Jr. After the elegant emotional impact, Senator Soles stated the following:

1. I was given many reasons why I should be here tonight, but no inclination of this;
2. I have enjoyed serving the citizens during my tenure;
3. I do not want to depart from this flight just when I have reached a point where I can do the most good for the people that I serve; and
4. I wish to extend thanks to everyone for this very nice gesture.

Agenda Item #6: AIRPORT - APPROVAL to CONTRACT with CLASSIC AVIATION, INCORPORATED, for DIRECTOR SERVICES and APPROVAL of BUDGET AMENDMENT:

Stuart Carroll, Purchasing Director, requested Board approval of the following proposal with Classic Aviation, Incorporated, to provide Airport Director services, and approval of a Budget Amendment in the amount of thirty-eight thousand and 00/100 (\$38,000.00) dollars for such services.

CLASSIC AVIATION, INC.

Classic Aviation, Inc. submits this Statement of Qualifications and Proposal for the contract position of Airport Director for the Columbus County Municipal Airport. Phillip Edwards has worked closely with the Airport Authority; the North Carolina Division of Aviation; the Federal Aviation Administration; and the U.S. Department of Homeland Security, Transportation Security Administration.

QUALIFICATIONS

Extensive knowledge of airport operations, management, development, and airport runway and lighting maintenance.

Knowledge of FAA rules, regulations and federal certification standards for a general aviation airport. FAA Pilot Certificate.

Training in Department of Homeland Security procedures.

Considerable knowledge of equipment, tools and facilities required for safe, efficient operation of an airport.

Considerable knowledge of accounting and budgeting as applied to airport operations and has worked with the Division of Aviation to secure grant monies.

Knowledge of crash rescue emergency response techniques and safety procedures.

PROPOSAL

Classic Aviation, Inc. will appoint a Director to provide administrative, managerial, and supervisory services necessary to plan and direct the day to day operations for the Columbus County Municipal Airport and will work to secure highly competitive additional discretionary finding from the FAA. The Director shall meet with the North Carolina Department of Aviation personnel, attend Airport Conferences, maintenance seminars and other meetings related to airport improvements and growth, as well as establish and maintain effective working

relationships with pilots, business executives, federal, state and local officials, other County department heads, employees, airport consultants, customers, and the general public. Classic Aviation, Inc. shall also provide personnel services for the position vacated by Jack Duffel. Time spent on tasks will routinely be a minimum of 40 hours per week.

COMPENSATION

Classic Aviation, Inc. requests that annual compensation be \$38,000 for fifty work weeks. Classic Aviation, Inc. requests that the County compensate the Director for mileage and travel as any other County employee. Mileage and travel for the 50 week period is estimated to be approximately \$600.00.

Respectfully submitted,
/s/ **Phillips M. Edwards**
Phillip M. Edwards, Secretary
Classic Aviation, Inc.

Commissioner McKenzie asked if the amount to cover this service was in the Budget. Billy Joe Farmer, Columbus County Administrator, stated that part of this money was in the Budget and the rest would be derived from Contingency.

Commissioner Godwin asked Mr. Farmer how did you arrive at this decision. William Cox, Chairman of the Columbus County Airport Authority, stated the following:

1. We acquired the responsibility of managing the Columbus County Airport in 1998;
2. None of the Airport Authority members have the time to manage the daily operations of the Airport;
3. Phillip Edwards, who serves as the Secretary to the Columbus County Airport Authority, has secured vast sums of money for the benefit of the Airport;
4. Mr. Edwards has performed services for the Airport for the last four (4) years free of charge; and
5. We did advertise for a Director but did not receive a good response for what we were able to pay.

Billy Joe Farmer, Columbus County Administrator, stated a full description for these services had been put out for bid.

After discussion was conducted among the Board members, Commissioner Godwin made a motion to table the Approval to Contract with Classic Aviation, Incorporated, for Director Services and Approval of Budget Amendment for such, pending further discovery. This motion was seconded by Commissioner McKenzie. The motion so carried.

Agenda Item #7: COLUMBUS COUNTY WWTP, PHASE ONE - APPROVAL of ADVERTISEMENT for BIDS;

Natalie Carroll, Project Manager, requested Board approval of the following Advertisement for Bids for the Columbus County WWTP, Phase One.

**ADVERTISEMENT FOR BIDS
COLUMBUS COUNTY
WHITEVILLE, NORTH CAROLINA 28472**

Sealed bids will be received by the Chairman of the Board of County Commissioners of Columbus County, North Carolina, at the County Administrator's Office, Second Floor, Columbus County Administration Building, 111 Washington Street, Whiteville, North Carolina, on the 4th day of November, 2004, at 2:00 o'clock PM, and then the said bids will be opened and immediately read and made public at the said office at the appointed time and location as above stated for: ONE PRIME CONTRACT; for the construction of a new 0.125 MGD wastewater treatment facility at NCSR 1820 in Acme, NC. The instructions for submitting the said bid or discussion concerning the specifications of the said bid may be obtained from: Billy Joe Farmer, Columbus County Administrator, 111 Washington Street, Whiteville, NC 28472, during normal business hours (8:30 o'clock AM through 5:00 o'clock PM Monday through Friday) or from Office of O'Brien & Gere, 951 Aviation Parkway, Suite 1400, Morrisville, North Carolina 27560 or may be reviewed at the office of Associated General Contractors and F. W. Dodge Company in Raleigh, Greensboro and Charlotte. Please note that a non-refundable deposit of \$50.00 for each set of documents is requested. Small minority and women's businesses are encouraged to submit

bids.

All bids are subject to deposits as set forth by the North Carolina General Statute 143-29, as amended, and the instructions for bidders therein contained. No proposal shall be considered acceptable by the Board of County Commissioners of Columbus County, North Carolina, unless at the time of the filing of the proposal, the same shall be accompanied by a bid deposit with the Columbus County Board of Commissioners of cash, cashier's check, or certified check on some bank or trust company, insured by the Federal Deposit Insurance Corporation, in the amount equal to no less than five (5%) percent of the proposal or in lieu thereof in making cash deposits as above described, the bidder may file a bond executed by a corporate surety, licensed within the State of North Carolina, for the execution of the said bonds, on the condition that the surety shall, upon demand, forthwith pay all payments to the Columbus County Board of Commissioners of North Carolina, upon the said bond, if the bidder fails to execute the contract in accordance with the bid and upon failure to perform agreements thereunder, that the surety shall pay to Columbus County an amount equal to double the amount of the said bond.

The Board of County Commissioners of Columbus County, North Carolina, reserves the right to award the said bid to any person, firm, or corporation, considered to be in the best interest of Columbus County, and to reject any and all bids not acceptable. The Board of Commissioners reserves the right to waive formalities and technicalities in the bidding procedure, when legally allowed.

COLUMBUS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Bill Memory, Chairman

ATTESTED BY:

June B. Hall
Clerk to the Board

James E. Hill, jr., County Attorney
102 Courthouse Square
Whiteville, NC 28472
Telephone: 910-642-8136

NOTE TO PUBLISHER:

Please publish the foregoing on **October 22, October 29, 2004**. Please send the bill to Mr. Billy Joe Farmer, Columbus County Administrator, County Administrative Building, 111 Washington Street, Whiteville, North Carolina 28472.

Ms. Carroll stated the following regarding this project:

- 1. This project is for a Waste Water Treatment Plant located at Wright Chemical;
- 2. Wright Chemical has donated the land to accommodate for this project;
- 3. This project is being funded by four (4) grants; **and**
- 4. Wright Chemical will be responsible for the matching funds on these grants.

Chairman Memory stated Thomas Wright, owner of Wright Chemical, has worked very hard through the years to accomplish this project, and when completed, this project will benefit Columbus County economically. Chairman Memory asked Mr. Wright if he had any comments he would like to make.

Thomas Wright stated the following:

- 1. There are two (2) characteristics of grants, and they are 1) willingness to apply and do them; and 2) the ability to execute them.
- 2. I would like to thank Columbus County for their cooperation in this project; **and**
- 3. Columbus County is very good to work with in comparison to other counties I have worked with.

RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER and SEWER DISTRICT III BOARD MEETING:

At 8:03 P.M., Commissioner Wilson made a motion to adjourn Regular Session and enter into a Columbus County Water and Sewer District III Board Meeting, seconded by Commissioner Godwin. The motion so carried.

This information is located in Minute Book 1 of the Columbus County Water and Sewer District III.

ADJOURN COLUMBUS COUNTY WATER and SEWER DISTRICT III BOARD MEETING and resume REGULAR SESSION:

At 8:09 P.M., Vice Chairman Dutton made a motion to adjourn Columbus County Water and Sewer District III Board Meeting and resume Regular Session, seconded by Commissioner McKenzie. The motion so carried.

Agenda Item #9: POTW PROJECT at WRIGHT CHEMICAL CORPORATION - APPROVAL of CONSTRUCTION DOCUMENTS in PREPARATION of BIDDING:

Natalie Carroll, Project Manager, requested Board approval of construction documents in the preparation of bidding the POTW Project at Wright Chemical Corporation.

Commissioner Wilson asked Ms. Carroll what is POTW and we need some details what this project consists of. Ms. Carroll stated POTW stands for Publicly Owned Treatment Works and requested Ms. Penny Tysinger with the Cape Fear Council of Governments to explain. Ms. Tysinger stated the following:

1. This project entails a Waste Water Treatment Plant in the Acme Delco area of Columbus County and is referenced in the grant paperwork as the POTW Project at Wright Chemical Corporation;
2. This grant is being administered by the Cape Fear Council of Governments with me overseeing the details;
3. This project consists of four (4) grants as follows:

A.	CDBG Grant	\$500,000
B.	IDF Grant	\$500,000
C.	EDA Grant	\$860,000
D.	Rural Center Grant	\$200,000
E.	Local Match	Wright Chemical (no amount was furnished at this time);
4. This project has been underway for approximately ten (10) years and has never materialized; **and**
5. After extensive work and investigation, this project is finally underway.

Commissioner Norris made a motion to approve the available construction documents in the preparation of bidding for the POTW Project at Wright Chemical Corporation, seconded by Commissioner McKenzie. The motion so carried.

Agenda Item #10: POTW PROJECT at WRIGHT CHEMICAL CORPORATION - APPROVAL of ENGINEERING AGREEMENT with O'BRIEN & GERE as the ENGINEER of RECORD:

Natalie Carroll, Project Manager, requested Board approval of the following Engineering Agreement with O'Brien & Gere as the engineer of record to complete the POTW Project at Wright Chemical Corporation.

October 11, 2004

Mr. Billy Joe Farmer
County Administrator
Columbus County
111 Washington Street
Whiteville, North Carolina 28472

Re: Columbus County Publicly Owned
Treatment Works: Design, Bid & Award, Construction Administration, Construction Observation

File: Prospective

Dear Mr. Farmer:

O'Brien & Gere Engineers, Inc. (O'Brien & Gere) is pleased to provide Columbus County with this proposal to perform engineering services related to the construction of the new Publicly Owned Treatment Works (POTW). The scope of this proposal includes the detailed design, bid & award, construction administration and construction observation for the above referenced project. The project is organized as follows:

Project Understanding

- Objectives
- Scope of Services
- Deliverables and Schedule
- Fee and Terms

PROJECT UNDERSTANDING

O'Brien & Gere has performed several preliminary tasks related to the above referenced project. Those include but are not limited to, environmental assessment, engineering alternative analysis, NPDES application, pilot study and preliminary probable cost opinion.

It is our understanding that due to conditions related to the grant funding, approximately \$350,000.00 in eligible project construction costs must be expended or allocated by December 31, 2004. In order to accomplish this goal we propose to undertake the project in two phases. The first phase, which we have already undertaken after authorization by Wright Corporation, will include the design, bid and award, contract administration and construction observation for (i.) site and (ii.) the erection of steel tanks.

The second phase will include the design, bid and award construction administration and observation for the remainder of the work. This phase as well as the first will require an authorization to construct (ATC) from NCDENR.

OBJECTIVES

The objectives to be accomplished under this proposal are as follows:

- Prepare a detailed design in two phases. The first phase to allow for the expenditure or allocation of the CDBG-ED project eligible construction grant funds prior to December 31, 2004.
- Perform bid & award for both phases of the project.
- Perform construction administration and observation oversight services for both phases of the project.

SCOPE OF SERVICES

The general scope of work is to provide Columbus County design, bid & award and construction administration and observation oversight services required to construct a POTW with a treatment capacity of 0.125 MGD which shall include the design of the following components:

- Influent headworks (bar screen) and pump station
- Pre-SBR equalization tank
- Sequential Batch Reactor (SBR) treatment system (two tanks)
- Post SBR Equalization Tank
- Gravity sand filters
- Ultraviolet disinfection
- Re-aeration basin
- Compliance monitoring manhole
- Aerobic Digester
- Sludge dewatering system
- Pre-engineered metal building (lab, office, maintenance, and sludge dewatering)
- Associated site grading, storm drainage, piping, structural and electrical plans

The proposed engineering services for **Design** will include the following:

- Preparation of plans, and specifications for the process, hydraulic, structural, grading, erosion control, and electrical, plumbing, and HVAC of the structures listed in herein.
- Submission of plans and specifications to NCDENR.
- Assist the Owner in obtaining applicable permits related to the construction of the facility.
- Address comments or questions received from NCDENR and funding agencies and assist the County in obtaining an Authorization to Construct (ATC).

The design phase will be executed in two phases. Phase I shall include design services for the site work and steel tanks only. Phase II of the project will be the remainder of the items stated above.

The proposed engineering services for **Bid and Award** will include:

- Preparation of advertisement for bid and distribution to newspaper and plan rooms as designated by the owner and required by the funding agencies.
- Distribution of plans and specifications to various contractors and plan rooms.
- Interpretation and clarifications of plans and specifications as needed during the bid period.
- Preparation of addendum as required to clarify plans and specifications.
- Conduct a bid opening.
- Evaluate bids, and prepare a recommendation of award to the Owner.
- Prepare contract documents for signatures and distribution.

The Bid and Award phase will be executed in two phases. Phase I shall include bid and award services for the site work and steel tanks only. Phase II of the project will be the remainder of the items stated above.

The proposed engineering services for **Construction Administration** will include:

- Conduct a pre-construction conference at the site with interested parties.
- Make site visits at appropriate intervals (minimum once monthly) to observe the quality and progress of the work.
- Review shop drawings, samples, test results and inspections as required within the contract documents for conformance with the design concept and compliance with the contract documents.
- Act as the initial interpreter of the requirements of the contract documents and judge the acceptability and progress of the work.
- Conduct monthly progress meetings and prepare meeting minutes.
- Review of monthly applications for payments and accompanying data and schedules to determine amount owed to contractors and recommend said payments.
- Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents.

The Construction Administration phase will be executed in two phases. Phase I shall include Construction Administration services for the site work and steel tanks only. Phase II of the project will be the remainder of the items stated above. This phase of the work shall not exceed three months for Phase I and nine months for Phase II.

The proposed engineering services for **Construction Observation Oversight** will include:

O'Brien & Gere will provide for construction observation oversight. For that effort we have allocated 20 hours per week during one year of construction activity. The Construction Observation oversight phase will be executed in two phases. Phase I shall include Construction Observation services for the site work and steel tanks only. Phase II of the project will be the remainder of the items stated above. This phase of the work shall not exceed three months for Phase I and nine months for Phase II.

It should be noted that all engineering services outside the scope stated above will be additional services and charged to the Owner at our standard rate schedule. Those additional services include but are not limited to items such as:

- provision of additional construction administration / observation oversight time required should the construction phase exceed the allotted construction period
- preparation of an Operations & Maintenance Manual.

OWNER’S RESPONSIBILITY

The Owner shall be responsible to provide the following:

- All topographic and boundary surveys required for the design of the project.
- Geo-technical evaluations to determine subsurface condition and soil bearing capacity.
- Any fees associated but not limited to permits, advertisements or grant administration.
- Any as-built drawings or survey maps of the proposed construction site.
- Engineering services related to planing and construction of wastewater conveyance facilities from Wright Corporation to the POTW site (to be provided by Wright Corporation).

DELIVERABLES AND SCHEDULE

O’Brien & Gere acknowledges receipt of survey mapping and geotechnical report for the site as authorized by the Wright Corporation. Also, upon authorization to proceed by the Wright Corporation, O’Brien & Gere has initiated the Phase I design services and anticipates submission to NCDENR immediately.

O’Brien & Gere will complete the Phase II design services for submission to NCDENR within 90 days of receipt of your notice to proceed.

FEE AND TERMS

O’Brien & Gere proposes to perform the scope of work described in this proposal as follows:

	<u>Phase I</u>	<u>Phase II</u>	<u>Total</u>
Design Services	\$16,390.00	\$ 97,354.00	\$113,744.00
Bid & Award Services	\$ 5,970.00	\$ 7,862.00	\$ 13,832.00
Construction Administration Services	<u>\$14,680.00</u>	<u>\$ 44,710.00</u>	<u>\$ 59,390.00</u>
Total Basic Engineering Services	\$37,040.00	\$149,926.00	\$186,966.00
Construction Observation Oversight Services	<u>\$12,910.00*</u>	<u>\$ 38,730.00*</u>	<u>\$ 51,640.00*</u>
Grand Total All Services	\$49,950.00	\$188,656.00	\$238,606.00

(* -Note: Refer to following page for terms for Construction Observation Oversight Services)

O’Brien & Gere will provide Construction Observation Oversight services on a time and expense basis. The rate of payment for time will be \$46.00 per hour. The All fees and services for basic engineering services, as well as the totals for Construction Observation Oversight services listed on the previous page shall constitute not-to-exceed budgets. provided that the construction periods for Phase I and Phase II do not exceed three months and nine months, respectively. Columbus County as Owner acknowledges approval for O’Brien & Gere to stipulate liquidated damages in the construction contract in amount sufficient to pay for additional Construction Observation Services should construction work extend beyond these periods through no fault of the Owner.

If during the execution of this work additional efforts, personal meetings, or expenses are identified as required to meet the objectives, O’Brien & Gere will inform Columbus County of these efforts and their estimated costs before initiating such efforts.

Attached is O’Brien & Gere’s Exhibit “M” – General Terms & Conditions and Exhibit “P” – Special Terms and Conditions which are an integral part of this proposal. If the above-described services, fee proposal, and terms and conditions are acceptable to Columbus County, please provide authorization to proceed by signing below and returning this proposal to us.

We appreciate the opportunity to provide services to Columbus County. Should you have questions or need further discussion in any way regarding this proposal, please do not hesitate to contact us at (919) 469-0099.

Very truly yours,
O'BRIEN & GERE ENGINEERS, INC.

Gene B. Cobb, P.E., P.L.S.
Senior Managing Engineer

Daniel B. Wilkinson, P.E.
Senior Managing Engineer

Enclosure

cc: Anthony Smith, P.E., - Wright Corporation
Terry Madden, P.E., O'Brien & Gere
Scott Logel, Cape Fear COG
Penny Tysinger, Cape Fear COG

ACCEPTED:
COLUMBUS COUNTY

Signature

Date

EXHIBIT "M"

O'BRIEN & GERE ENGINEERS, INC. GENERAL TERMS AND CONDITIONS

1. **Definitions.** As and when used in this Agreement, each of the following terms shall have the meaning set forth below:

a. **Agreement** shall mean this contract, including the following, in order of precedence for purposes of interpretation: these General Terms & Conditions and any special Terms and Conditions, Amendments, the Scope of Services, including Letters of Authorization or the job specific terms on the face of any Purchase or Change Order, Exhibit "G" and the other Exhibits incorporated in this Agreement.

b. **Law** shall mean federal, state, and local, statutes, laws, ordinances, rules, regulations, and codes applicable to Services.

c. **Losses** shall mean monetary damages suffered or costs and expenses incurred, including interest and reasonable attorney's fee, as agreed by parties or established by court as a result of any demand made, cause of action asserted, judgment or decree entered, or any fine or penalty imposed, or any settlement payment consented to by both parties in connection with this Agreement.

d. **Engineer** shall mean only O'Brien & Gere Engineers, Inc.

e. **Project** shall mean the overall work to be performed, including Services to be performed by Engineer or others on behalf of Client at or in connection with project site(s).

f. **Reimbursable Expenses** shall mean the expenses reasonably incurred by Engineer, its agents and subcontractors in performing Services, including, but not limited to, materials, supplies, use of specialized equipment, travel and subsistence costs, including mileage, cellular and non-local telephone and other communication charges, express delivery, postage and freight charges, word processing, computer processing and reproduction and printing charges required in providing Services, and technical services by others, plus permit fees, taxes, charges and assessments on Services (unless specifically included in Exhibit "S", Scope of Services).

g. **Services** unless otherwise provided in this Agreement, Services shall mean the professional, technical and other consulting services, work or tasks to be performed by Engineer and its subcontractors as described in the attached and incorporated Exhibit "S", entitled "Scope of Services".

2. **Term.** Unless otherwise provided in this Agreement, the Term hereof shall be from the date this Agreement is signed by both Client and Engineer until the obligations imposed hereunder are fully satisfied or this Agreement is otherwise terminated. All Services shall be deemed to have been performed during the Term hereof.

3. **Status.** Except as otherwise provided in this Agreement, Engineer shall perform the Services as an independent contractor and shall have sole control over the employment, assignment, discharge and compensation of its employees. Engineer shall be solely responsible for complying with all applicable, federal, state and local employment,

wage, tax, and insurance laws.

4. **Standard of Care.** Engineer agrees to correct or re-perform without additional cost to Client, any Service not performed in accordance with the standard of care prevailing at the time and place where such Service is performed.

5. **Compliance with Law.** Engineer shall comply with all applicable laws, regulations, codes, and ordinances, including federal, state, and local Equal Opportunity Laws, and regulations, and further, Engineer shall not discriminate against any employee or applicant for employment on the basis of age, color, religion, sex, disability or national origin.

6. **Payment.** Engineer shall invoice Client monthly on the basis provided in the attached and incorporated Exhibit "G", entitled "Billing Schedule".

Payment by Client shall be due upon receipt of invoice. In the event Client does not make timely payment of the invoiced amount provided herein, Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services until past due amounts are paid, and 2) satisfactory assurance of future payment is received by Engineer.

The above right is in addition to all other rights and remedies Engineer may have at law or in equity.

Client shall have the right to withhold payment of that portion of an invoice while reasonably contested, provided Client gives Engineer prompt notice of the basis for contesting such amount and a reasonable opportunity to support or correct such contested amount.

7. **Changes in Scope.** Client shall have the right within the purpose and intent of the Project to change, add or delete items or Services in writing and subject only to the agreement of Engineer in respect to the effect on cost and schedule.

8. **Client Responsibilities.** Client shall, on a continuing basis throughout the term of this Agreement:

a) maintain a designated representative, who shall be reasonably available to meet with Engineer on Client's behalf;

b) provide Engineer with all relevant Project related data available to Client, and unless otherwise provided in Exhibit "S", "Scope of Services", Client shall provide Engineer with accurate, current surveys showing the location of on-site utilities and subsurface structures, test boring logs and other subsurface information necessary for performance of Services.

c) provide all negotiation for, and acquisition of, lands, rights-of-way and easements required for performance of Services.

d) arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by Engineer for performance of Services.

9. **Additional Cost or Delay.** Engineer shall not be responsible or liable for delay or additional Project cost resulting from:

a) the lack or insufficiency of performance by any person or entity not selected by, engaged by, and responsible to Engineer,

b) changes, delays or additional Services not necessitated by the acts or omissions of Engineer,

c) unreasonable or repeated delay in response to requests, applications or reviews by Client or third parties,

d) damage to underground utilities or structures not accurately located on plans, maps or figures furnished to Engineer.

10. **Change in Law.** Client shall bear the cost of any material change in or addition to Services resulting from a change in Law or interpretation effective after the date of this Agreement.

11. **Force Majeure.** Neither party shall be liable for loss or damage suffered by the other as a result of any failure or delay in the performance of its obligations under the Agreement caused by a *Force Majeure* event or circumstance beyond its reasonable control. The party relying on this provision shall give prompt notice to the other party of the event or circumstance and shall take all reasonable steps to resume performance at the earliest possible date. In the event of a *Force Majeure*, the time for performance of Services shall be extended by the number of days from the date notice is given until performance is able to be resumed.

12. **Other Use of Results.** Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of Engineer in performing Services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the Project and are intended solely for use by Client in connection with the Project.

Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon Engineer's receipt of payment. Client agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from Client's direct or indirect use of Documents or Results, other than in connection with Project.

13. **Indemnification.** a) Subject to paragraph 15 of these General Terms & Conditions, Engineer agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from Losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of Engineer, its directors, officers, employees, and its agents, subcontractors, successors and assigns.

b) To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of Engineer, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold said persons harmless from Losses arising in connection with Project.

14. **Insurance.** Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:

a) Worker's Compensation	Statutory amount where Services are performed
b) Automobile	\$1,000,000
c) General Liability	\$1,000,000
d) Professional Liability	\$1,000,000
e) Excess Umbrella	\$3,000,000 on "b" & "c".

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

15. **Liability.** The maximum liability of Engineer, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to paragraphs 4 and/or 13a of these General Terms & Conditions shall be limited to \$1,000,000.

16. **Limitation of Damages.** The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.

17. **Suspension of Services.** Client shall have the right to suspend all or part of the Services, provided, Client gives Engineer at least seven (7) days' notice of the dates each suspension is to begin and end. In the event Client suspends Services for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by Engineer in 1) preserving and documenting Services performed or in progress, and 2) demobilizing and remobilizing Services.

18. **Termination.** Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice.

Termination by either party for cause based on breach or default of this Agreement shall be effective upon the other party's failure to cure its breach or default within seven (7) days of receiving notice stating the specific basis for termination.

In the event this Agreement is terminated by either party, Client shall pay for Services performed and costs reasonably incurred by Engineer and its agents and subcontractors prior to the effective date of termination.

As soon as reasonably practical after receiving notice of termination from Client, Engineer shall cease initiation of further Services and shall make its efforts to completing, preserving and documenting Services previously commenced.

19. **Assignment.** Except as otherwise provided herein, this Agreement shall not be assignable by either party, in whole or in part, without the prior written consent of the other party.

20. **Notice.** All notices shall be given to the other party in writing by hand delivery, by express service providing proof of delivery, by facsimile transmission and/or by registered mail, postage paid, receipt requested, at the address appearing on the first page of this Agreement or such other address as the parties shall from time to time give notice.

21. **Integration.** This Agreement shall constitute the entire agreement between the parties. There are no representations or warranties, oral or written, between the parties other than as set forth in this Agreement.

22. **Modification.** This Agreement shall not be modified or amended in whole or in part, except by written amendment; provided, however, that if this is a Master Service Agreement as denoted on the first page hereof, the parties may from time to time during the term hereof, agree to establish or replace Scopes of Services and Basis of Fee hereunder by issuance and acceptance in writing of Purchase Orders or Letter of Authorization.

23. **Interpretation.** This Agreement shall be interpreted and construed in accordance with the Laws of the State of New York.

24. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions of this Agreement shall remain unaffected and shall be interpreted so as to give the fullest practical effect to the original intent of the parties.

25. **Waiver.** Unless otherwise agreed in writing, neither party's failure to enforce any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of any other term or condition of this Agreement.

EXHIBIT "P"

**O'BRIEN & GERE ENGINEERS, INC.
SPECIAL TERMS AND CONDITIONS****Conflict of Interest.**

A conflict of interest exists when a member, officer, or employee of O'Brien & Gere Engineers, Inc. (OBG) has any financial interest, direct or indirect, in any contract or subcontract, other than this agreement, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. For purposes of this definition of conflict of interest, immediate family members of said members, officers, and employees of OBG shall be barred from having any such financial interest in the program.

OBG has no knowledge of any present circumstance or relationship that constitutes a conflict of interest with Columbus County. OBG agrees not to accept work during the performance of this Agreement that would conflict with the interests of Columbus County. OBG affirms that it has not employed, paid, promised or given any item of material value to any person associated with Columbus County for the purpose of influencing the selection of OBG.

If, during the performance of Services, OBG becomes aware of any circumstance that creates or would reasonably give the appearance of creating a conflict of interest, OBG shall provide prompt notice disclosing all relevant circumstances for Columbus County's review.

Legal Remedies

For the purposes of this agreement, there are no liquidated and/or consequential damages. As such provisions permitting liquidated and/or consequential damages are not required by this agreement.

Termination Provision

Please refer to Article 18 - Exhibit "M" - O'Brien & Gere Engineers, Inc. General Terms and Conditions.

Nondiscrimination

O'Brien & Gere Engineers, Inc., its members, officers, employees, and subcontractors, acknowledge and, as applicable, agree to comply fully with the following:

Section 109, Housing and Community Development Act of 1974

OBG shall not exclude any person in the United States on the ground of race, color, national origin or sex from participation in, nor shall they be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part which funds available under this title.

Age Discrimination Act of 1975, as Amended -Nondiscrimination on the Basis of Age

OBG shall not exclude any qualified person on the basis of age from participation in, nor shall they be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial Assistance. Section 504 of the Rehabilitation Act of 1973, as Amended - Nondiscrimination on the Basis of Handicap

Section 504 of the Rehabilitation Act of 1973, as Amended - Nondiscrimination on the Basis of Handicap

OBG shall not exclude any qualified handicapped person, on the basis of handicap from participation in, nor shall they be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

1. OBG acknowledges that the work to be performed under this contract is on a Project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the Project areas/ and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Project.
2. OBG shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and shall comply with all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. OBG certifies and agrees that they are under no contractual or other disability that would prevent them from complying with these requirements.
3. OBG shall send to each labor organization or representative of workers with which OBG has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of OBG's commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
4. OBG will include this Section 3 clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. OBG will not subcontract with any subcontractor where OBG has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not permit any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. OBG understands that compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the Project, be binding upon OBG, its successors and assigns. Failure to fulfill these requirements shall subject OBG, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Access to Records and Record Retainage

OBG acknowledges that all Project records and documents must be maintained during the operation of this Project and for a period of three years following close out in compliance with 4 NCAC 19L Rule .0911, Recordkeeping.

Upon thirty days written notice, OBG shall provide The North Carolina Department of Economic and Community Development, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, reasonable access to books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

Lobbying

Required by Section 1352, Title 31, U.S. Code

1. OBG has not and shall not pay or cause to be paid any Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative,

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. In the event that OBG will pay in the future, any funds other than Federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, OBG shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Commissioner Jacobs made a motion to approve the Engineering Agreement with O'Brien & Gere as the engineer of record to complete the POTW Project at Wright Chemical Corporation, subject to the approval of James E. Hill, Jr.'s, Columbus County Attorney, approval, seconded by Commissioner McKenzie. The motion so carried.

Agenda Item #11: WRIGHT CHEMICAL POTW PROJECT - APPROVAL and ACCEPTANCE of the TRANSFER of LAND:

Natalie Carroll, Project Manager, requested Board approval and acceptance of the transfer of 2.37 acres of land, in the Ransom Township, from Wright Chemical Corporation to the County of Columbus, subject to that right of reversion attached hereto, to build a Publicly Owned Wastewater Treatment Plant, contingent upon the successful execution of the Certificate As To Project Site, Rights-of-Way and Easements. The land is described as follows:

Schedule "A"

That certain 2.37 acre parcel of land located in Ransom Township, Columbus County, N.C., bounded on the northeast by the southwest edge of the right of way of the CSX Railroad, on the southeast by other lands of Wright Chemical Corp., on the southwest by the northeast edge of the right of way of SR 1878 (old NC Highway 87), on the northwest by other lands of Wright Chemical Corp., being carved from that tract of land described in deed recorded in deed book 568, page 994 of the Columbus County Registry and being more fully described as follows to wit: For a tie line BEGIN at a nail set at the intersection of the center lines of SR 1878 and SR 1870 and proceed along the centerline of SR 1878 the following courses and distances, N 18 degrees 22 minutes 41 seconds W 68.57 feet, N 22 degrees 56 minutes 11 seconds W-61 .41 feet, N 28 degrees 02 minutes 31 seconds W-64.20 feet, N 34 degrees, 15 minutes 41 seconds W52.85 feet N 39 degrees 49 minutes 14 seconds W-62.36 feet, and N 42 degrees 56 minutes 51 seconds W-32.84 feet to a nail in said centerline, thence leaving said centerline N 47 degrees 03 minutes 09 seconds E - 30.00 feet to an iron in the Northeast edge of the right of way of SR 1878, THE POINT AND PLACE OF BEGINNING, running thence from said BEGINNING IRON, N 47 degrees 03 minutes 09 seconds E- 351.69 feet to an iron set in the southwest edge of the right of way of the CSX Railroad, thence along the southwest edge of the right of way N 64 degrees 20 minutes 04 seconds W-416.84 feet to an iron, thence leaving said railroad, S 36 degrees, 08 minutes 06 seconds W-203.36 feet to an iron in the northeast edge of the right of way of SR 1878, thence along the northeast edge of said right of way S 42 degrees 56 minutes 51 seconds E - 349.62 feet to the POINT AND PLACE OF BEGINNING.

All bearings relative to map recorded in Plat Book 47, Page 85 of the Columbus County Registry.

See "Map of a survey for Wright Chemical Corporation" dated 5 May, 2004, prepared by David Burns Goldston, Jr., PLS, RF.

This conveyance is made on the express consideration that the premises conveyed shall be and remain forever a Publicly Owned Water Treatment Facility for the use and enjoyment of Wright Chemical Corporation and the people of Columbus County and their successors, subject, however, to the condition that if the County ceases to erect or operate such a facility, the title shall revert to Wright Chemical Corporation or their successors or assigns.

Vice Chairman Dutton made a motion to approve and accept the transfer of 2.37 acres of land, in the Ransom Township, from Wright Chemical Corporation to the County of Columbus, subject to that right of reversion attached hereto, to build a Publicly Owned Wastewater Treatment Plant, contingent upon the successful execution of the Certificate As To Project Site, Rights-of-Way and Easements. This motion was seconded by Commissioner Norris. The motion so carried. This document will be kept on file in the Administration Office for review.

Agenda Item #12: INTERLOCAL SEWER AGREEMENT APPROVAL:

Billy Joe Farmer, County Administrator, requested Board approval of the following Interlocal Sewer Agreement.

**ROBESON AND
COLUMBUS COUNTY
NORTH CAROLINA**

INTERLOCAL SEWER AGREEMENT

THIS INTERLOCAL SEWER AGREEMENT, made and entered into this the day of October 2004, by and between the **TOWN OF FAIRMONT**, a municipal corporation chartered by the State of North Carolina (hereinafter referred to as "**FAIRMONT**"), the **TOWN OF BOARDMAN**, a municipal corporation chartered by the State of North Carolina, (hereinafter referred to as "**BOARDMAN**") (hereinafter referred to as "**BOARDMAN**"), the **TOWN OF FAIR BLUFF**, a municipal corporation chartered by the State of North Carolina (hereinafter referred to as "**FAIR BLUFF**"), the **TOWN OF CERRO GORDO**, a municipal corporation chartered by the State of North Carolina (hereinafter referred to as "**CERRO GORDO**"), the **COUNTY OF COLUMBUS**, a county corporation chartered by the State of North Carolina (hereinafter referred to as "**COLUMBUS COUNTY**"),

WITNESSETH:

WHEREAS, FAIRMONT has constructed and operates, in accordance with applicable laws and regulations, a sanitary sewer system, including a wastewater treatment plant, pump stations, lines and other necessary facilities and with sufficient capacity for the needs of FAIRMONT's citizens and customers, and, in accordance with this Agreement, for the citizens and customers of other areas, including BOARDMAN, FAIR BLUFF and CERRO GORDO as contemplated by the Agreement; and

WHEREAS, BOARDMAN, FAIR BLUFF and CERRO GORDO propose to construct, in accordance with applicable laws and regulations, a sanitary sewer system and/or sanitary sewer improvements including pump stations, lines and other necessary facilities for the collection of domestic sewage and industrial waste from their customers and delivery of said sewage to FAIRMONT's facilities as contemplated by this Agreement; and

WHEREAS, BOARDMAN, FAIR BLUFF and CERRO GORDO have requested, and COLUMBUS COUNTY has agreed, that COLUMBUS COUNTY will operate the BOARDMAN sanitary sewer collection system including pump stations, lines and other necessary facilities; the new CERRO GORDO sanitary sewer collection system including pump stations, lines and other necessary facilities; and, the primary sewer collection lines and major regional pump station for the collection of all wastewater from BOARDMAN, FAIR BLUFF and CERRO GORDO; and

WHEREAS, BOARDMAN, FAIR BLUFF and CERRO GORDO have requested, and COLUMBUS COUNTY has agreed, that COLUMBUS COUNTY will own and operate the regional portions of the system including: the force main from BOARDMAN to CERRO GORDO; the Hwy 242/74 pump station at CERRO GORDO; the force main from CERRO GORDO to BOARDMAN; the River pump station at BOARDMAN; and, the force main from BOARDMAN to FAIRMONT; and,

WHEREAS, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY have requested, and FAIRMONT has agreed, that FAIRMONT will treat wastewater from BOARDMAN, FAIR BLUFF, CERRO GORDO as contemplated by this Agreement; and

WHEREAS, FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY have found it in the best interest of their respective citizens and customers to enter into this Agreement providing for long-term sewer services to be furnished by FAIRMONT to BOARDMAN, FAIR BLUFF, CERRO GORDO in accordance with the terms of this Agreement; and

WHEREAS, the parties have agreed to enter into this Agreement to formalize their respective duties and obligations in such regard.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY agree as follows:

ARTICLE I
Definitions

Terms and expressions used in this contract, unless the context shows clearly otherwise, shall have meaning as follows:

- A. "FAIRMONT" shall mean the Town of Fairmont, North Carolina, acting through Town Council and duly authorized officers and/or agents.
- B. "BOARDMAN" shall mean the Town of Boardman, acting through Town Council and duly authorized officers and/or agents.
- C. "FAIR BLUFF" shall mean the Town of Fair Bluff, acting through Town Council and duly authorized officers and/or agents.
- D. "CERRO GORDO" shall mean the Town of Cerro Gordo, acting through Town Council and duly authorized officers and/or agents.
- E. "COLUMBUS COUNTY" shall mean the County of Columbus, acting through County Board of Commissioners and duly authorized officers and/or agents.
- F. "Agents" shall mean duly authorized representatives of FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY, as indicated.
- G. "Month" shall mean calendar month.
- H. "Meter" shall mean a device to measure water or sewage flow.
- I. "Sanitary Sewer" shall mean a sewer that conveys wastewater, and into which storm, surface or ground waters or unpolluted industrial wastes are not admitted intentionally.
- J. "Domestic Sewage" shall mean water-carried wastes normally discharging into the sanitary sewers of dwellings (including apartment houses and hotels), office buildings, factories and institutions, free from storm surface water and industrial wastes.
- K. "Normal Domestic Sewage" shall mean waste in which the average concentration of suspended materials is 50 milligrams per liter and 5-day BOD is 250 milligrams per liter.
- L. "Industrial Waste" shall mean all water-carried solids, liquids, and gaseous wastes resulting from any industrial, manufacturing or food processing operations or process, or from development of any natural resources, or any mixture of these with water or domestic sewage as distinct from normal domestic sewage.
- M. "Garbage" shall mean solid wastes and residue from preparation, cooking and dispensing of food, and from the handling, storage, and sale of food products and produce.
- N. "Properly Shredded Garbage" shall mean the wastes from preparation, cooking and dispensing of food, exclusive of egg shells, bones, etc., that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, without particles greater than 1/2-inch in any dimension.
- O. "BOD" shall mean the quantity of oxygen expressed in milligrams per liter, utilized in bio-chemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of 20 degrees centigrade. The laboratory determinations of BOD shall be made in accordance with the procedures set forth in "Standard Methods".
- P. "Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in "Standard Methods".

- Q “pH” shall mean the logarithm (base 10) of the reciprocal of the hydrogen ion concentration expressed in moles per liter. It shall be determined by one of the procedures outlined in “Standard Methods”.
- R “Standard Methods” shall mean the examination and analytical procedures set forth in the latest edition at the time of analysis of “Standard Methods for the Examination of Water and Sewage” as prepared, approved and published jointly by the American Water Works Association, the American Public Health Association, and the Water Pollution Control Federation.
- S “Boardman Project” shall mean the part of the overall construction of facilities necessary to comply with this Agreement, which are BOARDMAN’s responsibility, including funding and construction of the Boardman North pump station, the River pump station and the force main to FAIRMONT. The River pump station and the force main to FAIRMONT will, upon completion of construction, be owned, operated and maintained by COLUMBUS COUNTY.
- T “Fair Bluff Project” shall mean the part of the overall construction of facilities necessary to comply with this Agreement, which are FAIR BLUFF’s responsibility, including funding and construction of FAIR BLUFF’s pump station and wastewater transportation pipelines to CERRO GORDO. The force main to CERRO GORDO will, upon completion of construction, be owned, operated and maintained by COLUMBUS COUNTY.
- U “Cerro Gordo Project” shall mean the part of the overall construction of facilities necessary to comply with this Agreement, which are CERRO GORDO’s responsibility, under grant funds obtained through BOARDMAN, including funding and construction of the Cerro Gordo SE pump station, the Cerro Gordo SW pump station, the Cerro Gordo central pump station, the Cerro Gordo collection system, the Hwy 242/74 pump station and the force main to BOARDMAN. The Hwy 242/74 pump station and force main to BOARDMAN will, upon completion of construction, be owned, operated and maintained by COLUMBUS COUNTY.
- V “Billing Cycle” shall mean that period of time for which COLUMBUS COUNTY is billed for sewage treatment by the FAIRMONT; in no event shall a billing cycle be less than 28 days.

ARTICLE II

Financing and Construction of Necessary Facilities

- A. Responsibilities of Parties. Each party shall be responsible for the construction of its own facility.
- B. Financing, Expenditures, and Allocation.
1. Other Financing. The parties to this Agreement may seek such other funding or financing as they determine to be appropriate to pay their respective share of cost of the total project. It is understood that each entity party to this Agreement is, ultimately, responsible for its share of the total project. Nothing in this Agreement is to be construed as requiring any of the parties hereto to pledge the general taxing power of a party for construction of facilities contemplated under this Agreement.
 2. Capacity. The 1.75 million gallons per day (MGD) capacity at the Fairmont Wastewater Treatment Plant, 1.374 million gallons per day (MGD) are hereby allocated to FAIRMONT and 0.335 million gallons per day (MGD) will be allocated to BOARDMAN, FAIR BLUFF, CERRO GORDO. The difference between these amounts has already been allocated to other wastewater customers of the FAIRMONT.
- C. Construction.
1. BOARDMAN. BOARDMAN shall be responsible for the Boardman Project and construction of appropriate facilities sufficient to handle the discharge of its

sewage into the River pump station. COLUMBUS COUNTY will be responsible for operation and maintenance of these facilities and will receive the monthly bill from FAIRMONT for wastewater treatment. BOARDMAN will then receive a monthly bill from COLUMBUS COUNTY for treatment and operation & maintenance.

2. FAIR BLUFF. FAIR BLUFF shall be responsible for the Fair Bluff Project and construction of appropriate collection, pumping and other equipment and facilities sufficient to carry FAIR BLUFF's sewage to and including the new Fair Bluff pump station. FAIR BLUFF will be responsible for operation and maintenance of these facilities designated and will receive the monthly bill from COLUMBUS COUNTY for wastewater treatment and operation & maintenance (regional lines and pump stations).
3. CERRO GORDO. CERRO GORDO shall be responsible for the Cerro Gordo Project and construction of appropriate collection, pumping and other equipment and facilities, through a grant obtained by BOARDMAN, sufficient to carry CERRO GORDO's sewage into the new regional pump station. COLUMBUS COUNTY will be responsible for operation and maintenance of these facilities and will receive the monthly bill from FAIRMONT for wastewater treatment. CERRO GORDO will then receive a monthly bill from COLUMBUS COUNTY for treatment and operation & maintenance.
4. COLUMBUS COUNTY. COLUMBUS COUNTY shall be responsible for the operation and maintenance of the wastewater facilities as contemplated by this Agreement. In addition, COLUMBUS COUNTY will own, operate and maintain the force main lines from the new Fair Bluff pump station to CERRO GORDO; the force main lines from CERRO GORDO to BOARDMAN; and, the force main lines from the BOARDMAN to the FAIRMONT system. COLUMBUS COUNTY will also own, operate and maintain the new Cerro Gordo regional pump station and the new River pump station. FAIRMONT shall submit one monthly bill to COLUMBUS COUNTY for the treatment of wastewater from BOARDMAN, FAIR BLUFF and CERRO GORDO. COLUMBUS COUNTY shall provide monthly bills to BOARDMAN, FAIR BLUFF and CERRO GORDO for their respective portions of wastewater flow based on meter readings at designated pump stations representative of the flows for each entity. BOARDMAN, FAIR BLUFF and CERRO GORDO shall be responsible for billing their respective customers, unless otherwise stipulated in this or subsequent Agreements with COLUMBUS COUNTY.
5. Time for Completion. The construction of the facilities is to be completed within a reasonable time by BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY after receipt of funding.

ARTICLE III Connection of Services

- A. Connection. Connections between FAIRMONT, BOARDMAN, FAIR BLUFF and CERRO GORDO systems shall take place as soon as practical following the completion of construction of necessary facilities.
- B. Metering.
 1. Provisions for Metering. BOARDMAN, FAIR BLUFF and CERRO GORDO will furnish and install the necessary equipment for properly measuring all wastewater to be discharged into regional pump stations. COLUMBUS COUNTY will furnish and install the necessary equipment for properly measuring wastewater to be discharged in the FAIRMONT system under this Agreement. COLUMBUS COUNTY will operate, adjust, and maintain such measuring equipment as the equipment relates to the sole measuring function and bill BOARDMAN, FAIR BLUFF and CERRO GORDO directly for COLUMBUS COUNTY's maintenance cost. Such meters and other measuring equipment shall become and remain the property of each respective entity, as defined in this Agreement. Payment for maintenance and replacement of meters shall be the responsibility of BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS

COUNTY, respectively. FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO shall have access to such metering equipment at all reasonable times for inspection and examination, but the reading, calibration and adjustment thereof shall be done only by employees or agents of COLUMBUS COUNTY. Upon written request, FAIRMONT, BOARDMAN, FAIR BLUFF and CERRO GORDO may have access to record books relating to the meters and other measuring equipment in the offices of COLUMBUS COUNTY during reasonable business hours.

- 2 **Calibration.** Not more than one (1) time in each year of operation, COLUMBUS COUNTY shall calibrate the above-described meters. Additional calibration may be done, if requested in writing by FAIRMONT, BOARDMAN, FAIR BLUFF or CERRO GORDO. The parties shall jointly observe any adjustments, which are made to the meter in case any adjustment is found to be necessary.
- 3 **Inaccuracies.** If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of plus or minus five percent (5%), registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six months. If, for any reason, any meters are out of service or out of repair so that the amount cannot be ascertained or computed from a reading thereof, the amounts during the period such meters are out of service or out of repair shall be estimated by the parties hereto on the basis of the best data available. When such estimated amounts are found to vary more or less than ten percent (10%) from the subsequent accurate regularly metered period, the estimated amount shall be readjusted by averaging and credited, re-billed or refunded as appropriate.
- 4 **Unit of Measurement.** The unit of measurement for water and wastewater hereunder shall be U.S. Standard Liquid Measures in gallons.

ARTICLE IV Customer Relationship

The parties to this Agreement recognize and agree that no agency, joint enterprise or joint ownership of real or personal property is created by this Agreement and that the relationship established hereunder is of BOARDMAN, FAIR BLUFF and CERRO GORDO as customers, COLUMBUS COUNTY as vendor of sewer operations and services and FAIRMONT as vendor of wastewater treatment and services hereunder, and that no party shall be responsible in any manner for the legal liability or financial responsibility of the other, or of any third (3rd) party entering into any related agreement with any one or all of the parties. As a customer of FAIRMONT, BOARDMAN, FAIR BLUFF and CERRO GORDO shall enjoy the privileges and benefits afforded to other sewer customers of FAIRMONT and shall assume the same duties and responsibilities imposed upon other water and sewer customers of FAIRMONT.

ARTICLE V Interbasin Transfer and Service Area

- A. **Interbasin Transfer.** BOARDMAN, FAIR BLUFF and CERRO GORDO agree not to deliver to FAIRMONT for treatment any wastewater from any area outside the Lumber River Basin or outside the boundaries of Robeson or Columbus Counties without the prior written approval of FAIRMONT.
- B. **Service Area.** A map is attached to this Interlocal Sewer Agreement, which map is coded to reflect the agreed service area for sewer service for the entities signing this Agreement; said map and its designated service areas are incorporated into this Agreement by reference.

ARTICLE VI Compliance with Applicable Law and Regulations

Each party shall perform its obligations under this Agreement (including all treatment, collection, and distribution) in accordance with the terms of this Agreement, all applicable Federal, State and local requirements and the following quality provisions:

- A. General Requirements. In order to permit FAIRMONT to properly treat and dispose of the wastewater from BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY, to protect the public health, and to permit cooperation with other agencies which have requirements for the protection of the physical, chemical and bacteriological quality of public water and water courses, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY agree to prohibit discharge into FAIRMONT's system at unauthorized points of entry or at rates of flow or of quality not permitted by this Agreement.
- B. Admissible Wastes. Discharges into the Fairmont wastewater system shall consist only of sewage, properly shredded garbage, and other waste, as allowed by the Fairmont Sewer Use Ordinance, free from the prohibited constituents herein listed in BOD, suspended solids, dissolved sulfides, and pH as hereinafter provided.
- C. Wastes Not Admissible.
1. BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY shall not intentionally or knowingly discharge, or allow to be discharged, any storm water, excessive ground water, roof runoff, subsurface drainage or any water from down spouts, yard drains, yard fountains and ponds, or lawn sprays into FAIRMONT's system. Water from swimming pools, boiler drains, blow-off pipes or cooling water from various equipment, may be discharged into the FAIRMONT system by an indirect connection whereby such discharge is cooled if required, and flows into the FAIRMONT system at a rate not to exceed its capacity, provided the waste does not contain materials or substances in suspension or solution in violation of the limits prescribed by this Agreement or the Fairmont Sewer Use Ordinance.
 2. When wastewater containing any prohibited material is discharged into the FAIRMONT system and such waters are not properly pretreated or otherwise corrected, FAIRMONT may, after notice to BOARDMAN, FAIR BLUFF, CERRO GORDO or COLUMBUS COUNTY, (a) require control of the quantities and rates of discharge of such wastes with flow regulating devices, or (b) require payment of surcharges for excessive cost of treatment provided such wastes are amendable to treatment by existing sewage plant facilities or (c) reject the wastes after a reasonable opportunity to effect corrective measures.
- D. Discharge Permit. FAIRMONT shall on a five (5) year basis during the term of this Agreement issue to COLUMBUS COUNTY, on behalf of BOARDMAN, FAIR BLUFF and CERRO GORDO, a permit to discharge into the Fairmont Wastewater System. Such discharge permit shall be issued in accordance with the applicable provisions of Fairmont Sewer Use Ordinance, and applicable State and Federal regulations, and shall bind BOARDMAN, CERRO GORDO, FAIR BLUFF and COLUMBUS COUNTY to the reasonable terms and conditions of same. FAIRMONT shall retain the authority to determine if an industrial user is a "significant industrial user" (SIU) and to permit such user, all as set forth in the Fairmont Sewer Use Ordinance. Issuance of such permit shall be consistent with the limits imposed on FAIRMONT by Federal and State regulation and with the Fairmont NPDES permit and shall not be unreasonably denied.
- E. Sewer Use Ordinance. BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY shall certify adoption, within ninety (90) days of its initial discharge into the Fairmont System, a Sewer Use Ordinance containing effluent concentrations, characteristic and quality standards, along with penalties for non-compliance, including discontinuance of service to violators and physical severance of lines, equal to or surpassing those contained in the Fairmont Sewer Use Ordinance, which ordinance may be changed from time to time to reflect changes in regulations as promulgated by the Environmental Protection Agency (EPA), other Federal authorities and by State and local government. The Sewer Use Ordinance must parallel in its terms and conditions the Fairmont Sewer Use Ordinance, a copy of which is hereby incorporated by reference.

- F Enforcement by Fairmont. FAIRMONT, at its discretion and after notice to BOARDMAN, FAIR BLUFF or CERRO GORDO, may monitor and analyze the effluent of any industrial user of the sewer collection systems of BOARDMAN, FAIR BLUFF and CERRO GORDO to determine actual concentration, characteristics and flow quantities for the purpose of determining the applicable industrial surcharge due therefore. Further, FAIRMONT shall have, in the absence of appropriate action by BOARDMAN, FAIR BLUFF or CERRO GORDO, pursuant to the terms of this Agreement and after notice to BOARDMAN, FAIR BLUFF or CERRO GORDO, the power to monitor and enforce discharges within the jurisdiction of BOARDMAN, FAIR BLUFF or CERRO GORDO, and in such event, to levy fines, surcharge penalties, and/or legal actions directly against the violating industrial dischargers without BOARDMAN, FAIR BLUFF or CERRO GORDO, being a necessary party thereto. FAIRMONT shall at all times have the authority to obtain all information needed from such industrial users and shall make the information available to BOARDMAN, FAIR BLUFF or CERRO GORDO, upon request.
- G Responsibility for Fines and Penalties. If at any time a fine or penalty is imposed arising out of the operation of the Fairmont Wastewater Treatment Plant, then, in that event, FAIRMONT shall have the right to require that such fine or penalty be paid, in full, by the customer, or entity, causing such fine or penalty to be imposed. BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY shall certify adoption of an ordinance specifically providing for this.

ARTICLE VII

Term

This Agreement shall be and remain in full force and effect for forty (40) years from the date of this Agreement.

ARTICLE VIII

No Transfer of Ownership in Respective Systems

Nothing contained herein shall in any way transfer from any party to another party any sewer lines or other sewer facilities presently owned by, or in the future constructed or purchased by, any party to this Agreement; and, all rights of ownership of a party in lines or facilities shall remain the property of the party.

ARTICLE IX

Available Capacities

- A. Wastewater Treatment for Boardman. FAIRMONT agrees that during the term of this Agreement, it will supply and make continuously available to BOARDMAN, on demand, a wastewater treatment capacity of 0.040 million gallons per day (MGD), which treatment capacity shall be in addition to any other wastewater treatment capacity desired or needed by FAIRMONT for its own customers. Wastewater will be accepted from BOARDMAN at agreed locations and with agreed flow rates consistent with the operation of the Fairmont Wastewater System and the maximum capacity and maximum discharge provisions of the Agreement.
- B. Wastewater Treatment for Fair Bluff. FAIRMONT agrees that during the term of this Agreement, it will supply and make continuously available to FAIR BLUFF, on demand, a wastewater treatment capacity of 0.250 million gallons per day (MGD), which treatment capacity shall be in addition to any other wastewater treatment capacity desired or needed by FAIRMONT for its own customers. Wastewater will be accepted from FAIR BLUFF at agreed locations and with agreed flow rates consistent with the operation of the Fairmont Wastewater System and the maximum capacity and maximum discharge provisions of the Agreement.
- C. Wastewater Treatment for Cerro Gordo. FAIRMONT agrees that during the term of this Agreement, it will supply and make continuously available to CERRO GORDO, on demand, a wastewater treatment capacity of 0.045 million gallons per day (MGD), which treatment capacity shall be in addition to any other wastewater treatment capacity

desired or needed by FAIRMONT for its own customers. Wastewater will be accepted from CERRO GORDO at agreed locations and with agreed flow rates consistent with the operation of the Fairmont Wastewater System and the maximum capacity and maximum discharge provisions of the Agreement.

- D Maximum Discharge. The maximum discharge for BOARDMAN, FAIR BLUFF and CERRO GORDO into the Fairmont Wastewater System shall be a daily peak of 0.670 million gallons per day (MGD) with a monthly average flow not exceeding 0.335 million gallons per day (MGD) normal domestic sewage and BOARDMAN, FAIR BLUFF and CERRO GORDO shall not exceed this amount without prior authorization.
- E Capacity Charges. If BOARDMAN, FAIR BLUFF and CERRO GORDO should exceed the total authorized average monthly flow of 0.335 million gallons per day (MGD) (calculated as average flow per billing cycle), BOARDMAN, FAIR BLUFF and CERRO GORDO shall pay, as a premium and penalty, for such excess flow, a charge equal to 200% of the ordinary charge for sewage treatment for that amount of sewage exceeding the monthly average flow of 0.335 million gallons per day (MGD) (but this charge is not in addition to the ordinary charge for that amount of sewage) and shall be responsible for any penalties imposed, including all fines, costs, and other expenses relate to FAIRMONT exceeding its authorized flow of 1.75 million gallons per day (MGD) (calculated as average flow per billing cycle) of sewage. Determination of the respective share of these costs for BOARDMAN, FAIR BLUFF and CERRO GORDO will be determined through meter readings taken by COLUMBUS COUNTY at the respective metering points for each entity. Should BOARDMAN, FAIR BLUFF and CERRO GORDO exceed the total monthly average flow of 0.335 million gallons per day (MGD) (calculated as average daily flow per billing cycle) during two (2) consecutive billing cycles then, in that event, BOARDMAN, FAIR BLUFF and CERRO GORDO will be required to purchase additional capacity, if available from FAIRMONT. Determination of the respective share of these costs for BOARDMAN, FAIR BLUFF and CERRO GORDO will be determined through meter readings taken by COLUMBUS COUNTY at the respective metering points for each entity.

ARTICLE X Expansions

Future Expansions of Existing Capacity. It is contemplated by the parties to this Agreement that as additional service are needed by FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY, the FAIRMONT facilities, which are well suited and planned for such purpose, will be utilized and expanded for further use on a regional basis and that the parties will cooperate in good faith to accomplish such purpose. Specifically, it is agreed that, in the event future demand for services pursuant to this Agreement exceeds the amounts set forth above and FAIRMONT does not have sufficient capacities to meet the anticipated additional requirements, upon written request of BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY, the existing facilities of FAIRMONT shall be expanded or new facilities constructed so as to meet the anticipated requirements. In such event, BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY agrees to participate on an equitable basis in the cost of construction of such facilities in proportion to its anticipated usage so as to appropriately compensate FAIRMONT for the commitment of any additional capacity resulting from such expansion for use by BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY. The manner and amount of compensation shall be determined from actual costs at the time additional capacity is committed and any future rate or fee charged by FAIRMONT to BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY shall reflect the extent of any capital participation by BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY in the cost of constructing necessary improvements to FAIRMONT's sewer facilities.

ARTICLE XI Quality Standards

All sewer treatment supplied to BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY during the term of this Agreement shall conform at all times to all existing quality requirements enforced by the North Carolina Department of Environment and

Natural Resources. When new or additional quality requirements or limits are established by State or Federal regulating agencies, FAIRMONT will develop an appropriate system for meeting and shall meet such required quality standards.

ARTICLE XII

Rates

- A. **Initial Rates.** COLUMBUS COUNTY shall pay FAIRMONT for all wastewater treated pursuant to this Agreement at \$2.25 per thousand gallon. The initial rate was determined by calculating the cost of operation of the Fairmont Wastewater Treatment Plant for treatment of sewage. BOARDMAN, FAIR BLUFF and CERRO GORDO shall pay this treatment cost to COLUMBUS COUNTY. BOARDMAN and CERRO GORDO shall also pay COLUMBUS COUNTY for operation and maintenance of their respective sewer systems pursuant to this Agreement and the associated Operation and Maintenance Agreement at a rate of \$2.50 per thousand gallons. (the initial total rate for treatment, operation and maintenance is \$4.75 per thousand gallons). These rates will be re-evaluated on an annual basis by FAIRMONT and COLUMBUS COUNTY and may be adjusted up or down based on actual expenditures encountered by the FAIRMONT and COLUMBUS COUNTY in fulfilling the requirements of this Agreement.
- B. **Operation and Maintenance.** COLUMBUS COUNTY will be the entity responsible for the operation and maintenance of all aspects of the regional sewer system serving BOARDMAN, FAIR BLUFF and CERRO GORDO. In addition, BOARDMAN and CERRO GORDO desire and COLUMBUS COUNTY has agreed to operate and maintain the sewer systems within the two towns. As defined in Article XII. A. COLUMBUS COUNTY will charge a per thousand gallon rate for these services. It is intended that this rate will cover ordinary operation and maintenance, testing, reporting, inspection and electrical costs associated with the regional as well as the CERRO GORDO and BOARDMAN systems. COLUMBUS COUNTY will, using the funds collected from this rate, also take care of any repairs and/or operational and maintenance needs within the CERRO GORDO and BOARDMAN systems that do not exceed \$5,000.00. COLUMBUS COUNTY will be responsible for all costs associated with those system components for which they will have ownership.
- C. **Review/Modification of Wastewater Treatment Rates.** The rates charged for wastewater treatment pursuant to this Agreement shall be adjusted each and every calendar year based upon audit of expenses for operation of the Fairmont Wastewater Treatment Plant for the previous fiscal year; the first modification of rates based upon audit shall be in January after completion of one full fiscal year of operation of the Fairmont Wastewater Treatment Plant with wastewater being treated from BOARDMAN, FAIR BLUFF and CERRO GORDO. The annual audit shall take into account the cost of operation of the FAIRMONT Wastewater Treatment Plant for treatment of sewage with the expense incurred for all identifiable operating costs being included, along with the 10% contingency now in place. In no event will fines and/or penalties be calculated as a cost of plant operation as those items will be the total responsibility of the user or entity which caused the assessment of a fine or penalty, as stated in Article VI.G, above.
- E. **Review/Modification of Wastewater Operation and Maintenance Rates.** The rates charged for wastewater system operation and maintenance pursuant to this Agreement shall be adjusted each and every calendar year based upon audit of expenses for operation of each respective collection system or collection component in BOARDMAN, FAIR BLUFF and CERRO GORDO for the previous fiscal year; the first modification of rates based upon audit shall be in January after completion of one full fiscal year of operation of these facilities. The annual audit shall take into account the cost of operation of each respective collection system for BOARDMAN, FAIR BLUFF and CERRO GORDO with the expense incurred for all identifiable operating costs being included. In no event will fines and/or penalties be calculated as a cost of operation as those items will be the total responsibility of the user or entity which caused the assessment of a fine or penalty, as stated in Article VI.G, above.

ARTICLE XIII

Temporary Interruptions

FAIRMONT and/or COLUMBUS COUNTY shall not be liable for temporary interruption in services pursuant to this Agreement by reason of fire, flood, strikes or other labor disturbances, regulations or directives of any governmental authority, shortages of fuel, power or raw materials or the inability to obtain supplies, failure of normal sources of supplies, inability to obtain or delays in transportation facilities, any Act of God or any other reason beyond the reasonable control of FAIRMONT and/or COLUMBUS COUNTY. However, in the event of any curtailment of services caused by any of the matters hereinabove set forth, BOARDMAN, FAIR BLUFF and CERRO GORDO's services as provided for herein (unless caused by pipe rupture, stoppage, or like event which affects only the points of service to BOARDMAN, FAIR BLUFF and CERRO GORDO) shall not be curtailed in a greater degree or on a different basis than curtailments made to all other customers of FAIRMONT.

ARTICLE XIV Representations and Warranties of the Parties

FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY, each represent, warrant, and agree as follows:

- A. Approved and Authorization. Each said entity has full power and authority to enter into this agreement and to fully perform all of its duties and obligations hereunder pursuant to various enabling sections of the North Carolina General Statutes. The governing board for each said entity has duly authorized the execution and delivery of this Agreement and the performance of all of its duties and obligations contained herein. This Agreement constitutes a valid and legally binding obligation of each said entity enforceable in accordance with its terms, subject to any State and Federal regulatory approval which may be required pursuant to applicable statute.
- B. No Litigation. There is no action, suit, or proceeding pending or, to the best of each entity's knowledge and belief, threatened against or affecting said entity, at law or in equity or before or by any Federal, State, municipal or other governmental department, commission, board, bureau, agency or instrumentality (i) wherein any decision, ruling or finding would adversely affect the transactions contemplated herein, or (ii) arising directly or indirectly out of the existence or operation of said entity's water or sewer systems.
- C. Non-discretionary Functions. This Agreement pertains solely to non-discretionary governmental functions. Each entity's obligations under this Agreement shall bind all future governing boards for each entity, during the term of the Agreement, to make all necessary appropriations and take all necessary actions to meet its obligations hereunder.

ARTICLE XV Amendment

This Agreement may not be modified or amended except by a subsequent written Agreement authorized by the governing bodies of each party and signed by authorized representatives of each party.

ARTICLE XVI Termination

This Agreement may be terminated upon mutual consent of the parties or by court order upon the finding that there has been such a substantial breach of this Agreement by the non-complaining party so as to entitle the complaining party to be relieved of its obligations under this Agreement.

ARTICLE XVII Entire Agreement

This instrument contains the entire agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding.

ARTICLE XVIII
Default

A default of this Agreement shall mean a material failure to comply with any of the material provisions of this Agreement. The obligation of FAIRMONT to furnish sewer treatment services to BOARDMAN, FAIR BLUFF and CERRO GORDO in accordance with this Agreement shall be a continuing obligation and constitutes an integral and material part of this Agreement the uncured breach of which shall subject FAIRMONT to remedies for default as provided below. The obligation of COLUMBUS COUNTY to furnish sewer system operation and maintenance services to BOARDMAN, FAIR BLUFF and CERRO GORDO in accordance with this Agreement shall be a continuing obligation and constitutes an integral and material part of this Agreement the uncured breach of which shall subject COLUMBUS COUNTY to remedies for default as provided below. Without limitation, the obligation of BOARDMAN, FAIR BLUFF and CERRO GORDO to pay all charges when due under this Agreement shall be a continuing obligation, the uncured breach of which shall subject BOARDMAN, FAIR BLUFF and CERRO GORDO to remedies for default as provided below. The specific enumeration of the above obligations as material under this Agreement does not exclude other obligations under this Agreement from also being considered as material.

ARTICLE XIX
Remedies for Default

All notices required or permitted to be given under this Agreement shall be delivered in person or given by certified mail, return receipt requested. Notice shall be effective as of the time of delivery except notices by certified mail, which shall be effective as of the date of depositing in the United States mail. All notices shall be addressed or delivered as follows:

To FAIRMONT:	Fairmont Town Manager, or designee, 421 S. Main Street Fairmont, NC 28340
To BOARDMAN:	Boardman Town Manager, or designee, Post Office Box 87 Evergreen, NC 28438-0087
To FAIR BLUFF:	Fair Bluff Town Manager, or designee, Post Office Box 157 Fair Bluff, NC 28439-0157
To CERRO GORDO:	Cerro Gordo Town Clerk, or designee, Post Office Box 26 Cerro Gordo, NC 28430
To Columbus County:	Columbus County Administrator, or designee, 111 Washington Street Whiteville, NC 28472

Either party may change the address to which all notices shall be sent by addressing a notice of such change in the manner provided in this article to the other parties.

ARTICLE XXI
Effect

This Agreement shall take effect as of the date of execution hereof by all parties. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**ARTICLE XXII
Approvals and Governing Law**

- A. Local Government Commission Approval. This Agreement will be subject to consent and approval by the North Carolina Local Government Commission; once approved by the Fairmont Board of Commissioners, the Boardman Town Council, the Fair Bluff Town Council, the Cerro Gordo Town Council and the Columbus County Board of Commissioners, the Agreement will be forwarded to the North Carolina Local Government Commission for review.
- B. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

**ARTICLE XXIII
Triplicate Originals**

This Agreement shall be executed by the parties hereto with six originals, each of which, when executed, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY all as of the date first above written.

TOWN OF FAIRMONT, A Municipal Corporation

By: _____
Mayor

ATTEST: _____
Town Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY all as of the date first above written.

TOWN OF BOARDMAN, A Municipal Corporation

By: _____
Mayor

ATTEST: _____
Town Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY all as of the date first above written.

TOWN OF FAIR BLUFF, A Municipal Corporation

By: _____
Mayor

ATTEST: _____
Town Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY all as of the date first above written.

TOWN OF CERRO GORDO, A Municipal Corporation

By: _____
Mayor

ATTEST:

Town Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY all as of the date first above written.

COUNTY OF COLUMBUS, A County Corporation

By: _____
 Chairman, Columbus County Board of Commissioners

ATTEST:

 Clerk to the Board

Mr. Farmer stated the following relative to this Agreement:

1. Columbus County will be acting as an umbrella for the Towns of Boardman, Cerro Gordo and Fair Bluff; and
2. This is for the purpose of delivering sewer to the Town of Fairmont.

Chairman Memory asked Mr. Farmer if Columbus County would be making any money from this Agreement. Mr. Farmer replied stating, initially, Columbus County would not be making any money and it may cost Columbus County, but we do not want to charge the municipalities due to the fact this could lead to future growth.

Commissioner Godwin made a motion to approve the Interlocal Sewer Agreement, contingent upon the approval of James E. Hill, Jr.'s, Columbus County Attorney, approval, seconded by Commissioner Wilson. The motion so carried.

OTHER:

PERSONNEL - EMPLOYMENT OF COUNTY PLANNER:

Commissioner Jacobs, Chairman of the Columbus County Personnel Committee, stated they had interviewed for a County Planner and had several very qualified applicants. The one that stood out the most to the committee was Susanne Rogers who had good credentials and years of experience in the field. It is our recommendation that we employ Suzanne Rogers as the Columbus County Planner at an annual salary of thirty-five thousand and 00/100 (\$35,000.00) dollars.

Commissioner Godwin stated Ms. Rogers' credentials were outstanding and accompanied by years of needed experience in this field.

Commissioner McKenzie stated Ms. Rogers was the only applicant he had ever interviewed who had questions to ask of the committee, and, in addition, Ms. Rogers writes good grants and Columbus County needs someone who possesses that quality.

Chairman Memory asked Ms. Rogers if she would like to say anything. Ms. Rogers stated the following:

1. Thank you for allowing me this opportunity;
2. I strongly feel that I can get Columbus County on the right path toward the proper utilization of their assets; and
3. I am looking forward to getting started on this new venture.

Commissioner McKenzie made a motion to employ Susanne Rogers as the Columbus County Planner, at an annual salary of thirty-five thousand and 00/100 (\$35,000.00) dollars, with the effective date of November 1, 2004, seconded by Commissioner Godwin. The motion so carried.

Agenda Item #14: CDBG ENTREPRENEURIAL ASSISTANCE GRANT # 02-R-1281 - APPROVAL of PROJECT ORDINANCE:

Darren Currie, Assistant County Administrator, requested Board approval of the following Grant Project Ordinance, 2004 CDBG Program, County of Columbus.

**GRANT PROJECT ORDINANCE
2004 CDBG PROGRAM
COUNTY OF COLUMBUS**

Be it ordained by the Columbus County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the North Carolina General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the Community Development project described in the work statement contained in the grant agreement # 04-R-1281 between this unit and the Department of Commerce. This project is more familiarly known as the Columbus County 2004 Entrepreneurial Assistance Project.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the Department of Commerce and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

Miscellaneous Revenue	61-335-0000	\$ 0
Community Development Grant	61-348-9600	\$60,000
Total		\$60,000

Section 4. The following amounts are appropriated for the project:

R-1 Entrepreneur Coach/ Facilitator	61-670-9000	\$40,000
R-1 Marketing	61-670-9100	\$ 3,000
R-1 Laptops and Data Projector	61-670-9200	\$ 7,000
R-1 Small Business Resource Guide	61-670-9300	<u>\$10,000</u>
TOTAL		\$60,000

Section 5. The finance officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The finance officer is directed to report annually on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The budget officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

Section 9. Copies of this grant project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

ADOPTED this the 18th day of October 2004

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

**ATTESTED BY:
/s/ JUNE B. HALL, CLERK TO BOARD**

Commissioner Godwin made a motion to approve the Grant Project Ordinance, 2004 CDBG Program, County of Columbus, seconded by Commissioner Norris. The motion so carried.

Agenda Item #15: BUILDING INSPECTIONS - ADOPTION of INTERLOCAL AGREEMENTS for TOWN of LAKE WACCAMAW and TOWN OF CHADBOURN:

Darren Currie, Assistant County Administrator, requested Board approval and adoption of the following Interlocal Agreements for Enforcement of Building Inspections for the Towns of Lake Waccamaw and Chadbourn.

**INTERLOCAL AGREEMENT
FOR ENFORCEMENT OF BUILDING INSPECTIONS**

This Agreement made and entered into this 1st day of November 2004, by and between the Town of Lake Waccamaw, a municipal corporation having charter granted by the State of North Carolina, hereafter referred to as "Municipality", and Columbus County, a body politic and a subdivision of the State of North Carolina, hereafter referred to as "County";

WHEREAS, the Municipality is desirous of having the County inspect and have enforcement authority within said Municipality's corporate limits and extraterritorial jurisdiction.

WHEREAS, the County, in accordance with and under the auspices of N.C. General Statute 160A-461, will enter into an Interlocal Agreement for the purpose of conducting building inspections; and

WHEREAS, under 160A-360, a Municipality and County may, by agreement, cede its territory to the other for the purpose of enforcement of select ordinances and regulations.

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

1. Term. The term of this annual Agreement is from November 1, 2004 through June 30, 2005 and shall automatically renew each year unless terminated as provided herein.
1. Responsibilities.
 - A. Municipality. The Municipality agrees to:
 - a. provide any pre-permit reviews of any applicable Municipal ordinances or regulations;
 - b. provide certification (where necessary) that said plans are in accordance with Municipal regulations, plans, and other documentation needed for review under applicable zoning codes;
 - c. adopt the County's current building code fee schedule;
 - d. collect any applicable zoning permit fees and issue zoning permits in accordance with the town's zoning ordinance;
 - e. not hold County responsible for enforcement of any other Municipal ordinance or regulations unless specifically contracted for.
 - B. County. The County agrees to:
 - a. provide all applicable inspections in regards to buildings, piers, plumbing, HVAC, and electrical in accordance with the North Carolina Building Codes;
 - b. issue all permits under this ordinance;
 - c. perform site inspections as necessary;
 - d. collect and deposit into the county's bank account all fees associated with building inspections.
 - e. provide the Town a copy of all Certificate of Occupancies.
3. Termination. This agreement may be terminated by thirty (30) days written notice and upon mutual agreement by and between the County and Municipality.
4. Entire Agreement. This Agreement is the only agreement between the parties and contains all the terms agreed upon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by the respective parties, all duly authorized by the respective Governing Boards and the authority duly given to their respective officials, all duly given the day and year first written above.

COUNTY OF COLUMBUS
/s/ BILL MEMORY, CHAIRMAN

(SEAL)

ATTEST:
/s/ JUNE B. HALL, Clerk to Board

TOWN OF LAKE WACCAMAW

BOLING MCNEIL, MAYOR

(SEAL)

ATTEST:

CLERK TO BOARD

**INTERLOCAL AGREEMENT
FOR ENFORCEMENT OF BUILDING INSPECTIONS**

This Agreement made and entered into this 1st day of November 2004, by and between the Town of Chadbourn, a municipal corporation having charter granted by the State of North Carolina, hereafter referred to as "Municipality", and Columbus County, a body politic and a subdivision of the State of North Carolina, hereafter referred to as "County";

WHEREAS, the Municipality is desirous of having the County inspect and have enforcement authority within said Municipality's corporate limits and extraterritorial jurisdiction.

WHEREAS, the County, in accordance with and under the auspices of N.C. General Statute 160A-461, will enter into an Interlocal Agreement for the purpose of conducting building inspections; and

WHEREAS, under 160A-360, a Municipality and County may, by agreement, cede its territory to the other for the purpose of enforcement of select ordinances and regulations.

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

1. Term. The term of this annual Agreement is from November 1, 2004 through June 30, 2005 and shall automatically renew each year unless terminated as provided herein.
2. Responsibilities.
 - A Municipality. The Municipality agrees to:
 - a. provide any pre-permit reviews of any applicable Municipal ordinances or regulations;
 - b. provide certification (where necessary) that said plans are in accordance with Municipal regulations, plans, and other documentation needed for review under applicable zoning codes;
 - c. adopt the County's current building code fee schedule;
 - d. collect any applicable zoning permit fees and issue zoning permits in accordance with the town's zoning ordinance;
 - e. not hold County responsible for enforcement of any other Municipal ordinance or regulations unless specifically contracted for.
 - B. County. The County agrees to:

- a. provide all applicable inspections in regards to buildings, plumbing, HVAC, and electrical in accordance with the North Carolina Building Codes;
 - b. issue all permits under this ordinance;
 - c. perform site inspections as necessary;
 - d. collect and deposit into the county's bank account all fees associated with building inspections.
 - e. provide the Town a copy of all Certificate of Occupancies.
3. Termination. This agreement may be terminated by thirty (30) days written notice and upon mutual agreement by and between the County and Municipality.
4. Entire Agreement. This Agreement is the only agreement between the parties and contains all the terms agreed upon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by the respective parties, all duly authorized by the respective Governing Boards and the authority duly given to their respective officials, all duly given the day and year first written above.

(SEAL)

COUNTY OF COLUMBUS
BILL MEMORY, CHAIRMAN

ATTEST:
/s/ JUNE B. HALL, Clerk to Board

(SEAL)

TOWN OF CHADBOURN
/s/ LEO MERCER, MAYOR

ATTEST:
/s/ BOBBIE JORDAN
CLERK TO BOARD

Commissioner Jacobs made a motion to approve and adopt the Interlocal Agreements for the Town of Lake Waccamaw and the Town of Chadbourn, seconded by Vice Chairman Dutton. The motion so carried.

Agenda Item #16: PROCLAMATION 76th ANNUAL NATIONAL BUSINESS WOMEN'S WEEK:

Judy Harris, Chair of the Business and Professional Women of Columbus County, is requesting Board approval and adoption of the following Proclamation.

**Proclamation
76th ANNUAL
NATIONAL BUSINESS WOMEN'S WEEK™**

WHEREAS, working women constitute 66 million of the nation's work force and strive to serve their communities, their states and their nation in professional, civic and cultural capacities;

WHEREAS, women-owned businesses account for 28 percent of all U.S. business, generating 1.15 trillion in sales;

WHEREAS, the major goals of Business and Professional Women/USA are to promote equality for all women and to help create better conditions for working women through the study of social, educational, economic and political problems; all of us are proud of their leadership in these many fields of endeavor;

WHEREAS, for 76 years Business and Professional Women/USA has been spotlighting the achievements and contributions of working women during National Business Women's Week;

WHEREAS, the Columbus County Local Organization of the North Carolina Federation of Business and Professional Women, an organization whose objective is to elevate the standards of women in business and in the professions;

WHEREAS, members shall be joined by the other organizations throughout the state and the nation; and

WHEREAS, our City, County, State and Nation benefit from the contributions of business and professional women in the industrial, scientific, educational and vocational sectors of the economy.

THEREFORE, I, Bill Memory, Chairman of the County Commissioners of the County of Columbus, by the authority vested in me, do hereby proclaim October 18, 2004 through October 22, 2004,

NATIONAL BUSINESS WOMEN'S WEEK™.

This event is sponsored by Business and Professional Women/USA. I urge all citizens in Columbus County, all civic and fraternal groups, all educational associations, all news media and other community organizations to join this salute to working women. Encourage and promote the celebration of the achievements of all business and professional women as they contribute daily to our economic, civic and cultural purposes.

ADOPTED this the 4th day October, 2004.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ **BILL MEMORY, Chairman**

ATTESTED BY:

/s/ **JUNE B. HALL, Clerk to Board**

Commissioner McKenzie made a motion to approve the Proclamation 76th Annual National Business Women's Week Proclamation, seconded by Vice Chairman Dutton. The motion so carried.

Agenda Item # 17: PROCLAMATION - NATIONAL HOSPICE MONTH - NOVEMBER, 2004 PROCLAMATION:

Anita Crabtree, Lower Cape Fear Hospice and LifeCareCenter, Elizabethtown Office, requested Board approval and adoption of the following Proclamation.

NATIONAL HOSPICE MONTH - NOVEMBER, 2004

PROCLAMATION

Twenty-Sixth (26th) Anniversary of Promoting Hospice Awareness

WHEREAS, hospice care provides patients and families the highest quality pain management and symptom control, care giver training and assistance, and emotional and spiritual support, most often delivered in the home, allowing patients to live fully up until the final moments, surrounded and supported by loved ones, friends and committed care givers; and

WHEREAS, last year, one million Americans living with life-limiting illness, and their families, received care from the three thousand three hundred (3,300) hospice and palliative care programs in communities throughout the United States; and

WHEREAS, professional and compassionate hospice staff and trained volunteers - including physicians, nurses, social workers, therapists, counselors, health aides and clergy - provide comprehensive care making the wishes of each patient a priority; and

WHEREAS, family members and loved ones receive counseling and bereavement care to help them cope with the many losses they face during the illness and with the grief they experience afterwards; and

WHEREAS, providing high-quality hospice care reaffirms our belief in the essential dignity of every person, regardless of age, health or social status, and that every stage of human life deserves to be treated with the utmost respect and care.

NOW, THEREFORE, BE IT RESOLVED that, we, the **Board of Commissioners of Columbus County**, do hereby proclaim November, 2004 as **“NATIONAL HOSPICE MONTH”** in Columbus County, and urge all of our citizens to encourage citizens to increase their awareness of the importance and availability of hospice services and to observe this month with appropriate activities and programs.

ADOPTED this the 18th day of October, 2004.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ **BILL MEMORY, Chairman**

ATTESTED BY:

JUNE B. HALL, Clerk to Board

Commissioner McKenzie made a motion to approve and adopt the National Hospice Month - November, 2004 Proclamation, seconded by Commissioner Godwin. The motion so carried.

Agenda Item #18: ANIMAL CONTROL - DEPARTMENTAL UPDATE:

Due to absence of Rossie Hayes, Columbus County Animal Control Director, Vice Chairman Dutton made a motion to table the Animal Control Departmental Update, seconded by Commissioner Norris. The motion so carried.

Agenda Item #19: A P P O I N T M E N T S / R E A P P O I N T M E N T S t o C O M M I T T E E S / B O A R D S:

June B. Hall, Clerk to the Board, requested Board approval of the following reappointments/appointments.

A. Southeastern Regional Mental Health, Developmental Disabilities and Substance Abuse Authority: -Reappointment-

Commissioner Wilson made a motion to reappoint Junious B. Lee, III to the Southeastern Regional Mental Health, Developmental Disabilities and Substance Abuse Authority, for a four (4) year term, with term expiring 11/30/2008, seconded by Commissioner Norris. The motion so carried.

B. Parks and Recreation Advisory Board: -Appointment-

Upon the recommendation of Mayor J.B. Evans, Commissioner McKenzie made a motion to appoint Rodney Singletary, Post Office Box 896, Fair Bluff, North Carolina 28439, Telephone: (910) 654-4300 (H), to the Columbus County Parks and Recreation Advisory Board to serve as the appointment from the Town of Fair Bluff, for a two (2) years term, with term expiring October, 2006. This motion was seconded by Commissioner Godwin. The motion so carried.

C. Juvenile Crime Prevention Council: -Appointments-

Upon the recommendation of Melinda Lane, Chairman of the Juvenile Crime Prevention Council, Commissioner Wilson made a motion to approve the following appointments to the Juvenile Crime Prevention Council, seconded by Commissioner McKenzie. The motion so carried.

1. Reverend Charles Hunt (Member of Faith Community)
(Replaces Reverend Erlinda Dobson)
2. Tabitha Norman and Sarah Gerald (Student Volunteers, they will rotate)
(Replaces Leah Pait and Marissa Braddy)
3. Ricky Rouse (Substance Abuse Counselor)
(Replaces Tammy McCracken)

Agenda Item #20: CONSENT AGENDA ITEMS:

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

A. Budget Amendment:

TYPE	ACCOUNT	DETAILS	AMOUNT
Expenditure	10-535-3303	CR&D Grant	\$7,200
Revenue	10-348-0005	CR&D Grant	\$7,200

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.

C. Amendment to October 4, 2004 Refunds/Releases:

Release the user fee in the name of Wilbur B. Freedman, Account #5-02320, Bill #: 39698, Property #: 9711. Request was to release 2003 user fee instead of 2004. The 2003 user fee was released April 5, 2004. Tax Office will bill Mr. Freedman for user fee since house is occupied.

D. Amendment to October 18, 2004 Refunds/Releases:

Jerry E. Coleman - Account # 15-09580 Year 2002. Release the property value that is double listed in the name of Bobby and Daisy Coleman. The amount to be released should be \$10.14 instead of \$1,300.00. The property value should be \$1,300.00 instead of \$10.14.

O'Neil Jacobs - Account # 08-18383 Year 2004. Release the value of a double wide that burned in 2003. The property number should be 79441 instead of 76441.

Betty M. Strickland - Account # 12-00457 Year 2004. Release a portion of the property value that is double listed in the name of William E. McColskey. The fire district should be Cerro Gordo Fire instead of Cole Service.

ADD-ON:**BUDGET AMENDMENTS:**

TYPE	ACCOUNT	DETAILS	AMOUNT
Expenditure	10-690-9515	Lumber River COG	\$4,237
Revenue	10-660-9999	Contingency	(\$4,237)
Expenditure	10-583-02	Salaries	\$106,932
	10-583-05	FICA	\$8,184
	10-583-06	Insurance	\$24,840
	10-583-07	Retirement	\$5,264
	10-583-11	Telephone	\$2,000
	10-583-14	Travel	\$20,000
	10-583-32	Office Supplies	\$2,000
	10-583-33	Direct Services	\$8,040
	10-583-46	Medical Supplies	\$20,000
Revenue	10-348-1002	State Funds	\$197,260

Commissioner Godwin asked Ms. Marian Duncan, Columbus County Health Director, what the status of getting the nurses on board to place in the schools that the Budget Amendment

entailed. Ms. Duncan replied stating that two (2) were already in place and they were in the process of getting two (2) more.

Commissioner Godwin made a motion to approve the above listed Budget Amendments, seconded by Vice Chairman Dutton. The motion so carried.

Agenda Item #21: COMMENTS:

Chairman Memory opened the floor for any comments that anyone would like to make. The following people spoke.

B Board of Commissioners:

Commissioner McKenzie asked Billy Joe Farmer, County Administrator, if the Pay Study was ready. Mr. Farmer replied stating the Pay Study had been completed and Chris May was in the process of cleaning it up and it will be presented later.

C Administrator:

Billy Joe Farmer, County Administrator, stated he would like to recognize Ms. Penny Tysinger, Cape Fear Council of Governments, for the efforts she has put forth toward the Wright Chemical project. The former administrator of this project dropped the ball and Ms. Tysinger has managed to pull it out of the fire.

Chairman Memory stated he would like for a nice letter to be written to Ms. Tysinger for the efforts she has put forth in helping Columbus County with this project and for the assistance she has rendered to our staff.

Commissioner Norris made a motion for a nice letter to be written and sent to Ms. Penny Tysinger, Cape Fear Council of Governments, for the time and efforts she has expended toward the Wright Chemical project, seconded by Commissioner Jacobs. The motion so carried.

RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE WITH N.C.G.S. § 143-318-11 (3) AND (6):

At 8:33 P.M., Commissioner Norris made a motion to recess Regular Session and enter into Closed Session, in accordance with N.C.G.S. § 143-318.11 (3) and (6), seconded by Vice Chairman Dutton. The motion so carried.

No official action was taken.

ADJOURN CLOSED SESSION and resume REGULAR SESSION:

At 9:43 P.M., Commissioner Wilson made a motion to adjourn Closed Session and resume Regular Session, seconded by Commissioner Norris. The motion so carried.

OTHER:

Resignation from Columbus County Social Services Board of Directors:

Vice Chairman David L. Dutton, Jr. submitted a verbal resignation from the Columbus County Social Services Board of Directors.

Commissioner Wilson made a motion to accept the resignation from the Columbus County Social Services Board of Directors from Vice Chairman David L. Dutton, Jr., and appoint Chairman Bill Memory to fill the unexpired term of Vice Chairman David L. Dutton, Jr., with term expiring 06-30-2005, seconded by Commissioner Norris. The motion so carried.

ADMINISTRATION - JAIL CONSTRUCTION and OPERATIONS & MAINTENANCE:

Billy Joe Farmer, County Administrator, hand submitted the following Memorandum to the Board.

MEMO TO: Chairman Bill Memory
The Board of Commissioners

FROM: Billy Joe Farmer
County Administrator

DATE: October 18, 2004

SUBJECT: Jail Construction and Operations & Maintenance

The decision to be made regarding the county jail is a policy decision for the Board of Commissioners and staff will dutifully carry out such decision in the most efficient manner possible. The following information is offered in an attempt to hopefully be helpful in your decision making process regarding the jail.

In comparing the cost estimates received from Hemphill and Ware, one's estimate was for construction only and the other was for construction and the other associated costs of the entire project. Therefore, to gain a representative comparison, construction only estimates for 160 beds was selected from both architects.

The base construction estimates are \$6,185,265 for Hemphill and \$6,646,568 for Ware. Of this it appears that Hemphill has the general contractor's fee of approximately 15% in the "General" part of construction, but I do not see such in the "Mechanical", "Plumbing" and "Electrical" portions.. only the sub-contractor's overhead and profit. For example, if you add all the general condition overhead and profit figures on the Hemphill proposal it totals approximately 410,000. Based on an approximate total construction cost of 6,200,000, this would be approximately 7.08 %. The general contractor's fee is understood to be more in the neighborhood of 15%, which would be approximately 860,000. This is a difference of more than 400,000.

When questioned on this Hemphill advised he would look into this, and when he called back advised that he had put "General Conditions, Overhead & Profit" down by mistake. He advised that it should have been "soft costs" of insurance, etc. for the sub-contractor.

I have never in my 18 years of experience in public construction management seen an instance where sub-contractor's soft costs are broken down, while on the same breakdown the general contractor's fee is not. Typically the GC's fee would be broken down prior to any further breaking down of costs.

Ware estimated a 15% general contractor's fee based on 136 beds of 740,000, but 160 beds will put the GC's fee in line with Hemphill's, thus adding about 120,000 on Ware's side of the equation.

In site work, Hemphill estimated approximately 360,000, and a had soil allowance of 200,000. Ware estimated over 600,000. Site work will be what it turns out to be, regardless of the estimate, predicated mainly on the type of soils found, therefore there is a difference of approximately 40,000.

Ware has an estimate for the construction of a metal building costing approximately 68,000. Hemphill does not have this estimate as such has already been constructed. This is a difference of 68,000.

Therefore, the tally of construction costs appears to be \$6,625,265 for Hemphill and 6,698,568 for Ware, but the following scenarios could reasonably occur.

- Should the County be able to get out of its contract with Ware without paying the remaining 165,000, but having to pay the additional architectural fee of approximately 450,000 to redesign the jail, the comparison is 7,075,265 for Hemphill and 6,698,568 for Ware.
- Should the County have to pay the remaining 165,000 and choose Hemphill, the cost would be 7,240,265 for choosing Hemphill.
- Should the County choose Ware, and pay the approximately 165,000 remaining in Ware's contract, the comparison would be 7,075,265 for Hemphill and 6,863,568 for Ware.

- Should the general contractor's costs be estimated in the numbers given by Hemphill, and the County not have to pay Ware the remaining 165,000, the comparison would be 6,863,568 for Ware and 6,675,265 for ilemphill.
- Should the general contractor's costs be estimated in the numbers given by ilenhphill, but the County have to pay the remaining 165,000 to Ware, the cost of choosing Hemphill would be 6,840,265 versus 6,863,568 for choosing Ware.

Another item for consideration is the "Day Room" required for the jail. This requirement is listed in the code, and was confirmed through a conversation with the State Department. Ware's proposal lists such on the plans, Hemphill's does not. In a conversation with Hemphill, it was stated that we could use another area in the design for this required use without having to construct the room.

Another area of interest is the theory of construction of more cells than currently necessary as a hedge against future inmate needs. However, should all the popular wisdom be correct and whatever number of cells constructed be quickly filled, then the cost to the citizens of the county would be tremendous.

The operations and maintenance costs for housing each inmate in Columbus County is approximately \$35 per day. This is a composite of all costs including food, medicine, medical attention, etc. Therefore, 50 extra beds if filled will result in approximately \$638,750 per yew in addition to the regular O & M costs and principle and interest payment, or close to thirteen million dollars in extra costs (at current dollar levels) over a twenty-year period. This is a three-cent property tax increase that would be in place indefinitely should such happen. In addition, new construction would be required at a later date should overcrowding again occur.

Of course this would not transpire should the construction be completed and not used. However, it is my job to think and prepare for worst-case scenarios and I would therefore suggest that a policy of constructing exactly what is currently needed, with a design that will allow easy additions as necessary, be strongly considered by the Board. In this way there is also a compelling reason for the jail reduction committee to continue to work in an efficient and purposeful manner.

One final note, when Hemphill was informed that the County had attempted to dissolve its contract with Ware, but was discussing the efficacy of such attempt with the County Attorney, Hemphill was still very much in favor of receiving the County's business. A response to the effect of hoping we could get things worked out and being there for us in whatever capacity we needed was more of the response I had hoped to receive, professional ethical considerations withstanding.

The decision of how to proceed is rightly in the hands of you, the Board of Commissioners. It is my job to plan for the worst possible scenario and provide you information regarding all scenarios from worst to best scenario. I hope I have done this for you with this correspondence and will be awaiting your instructions.

TAX REFUNDS and RELEASES (See Agenda Item #20. (B.):

**TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office):
October 18, 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	Benton, Henry E.		Refund a portion of the property value, a portion of the Nakina Fire fee (6.96) and a portion of the Columbus Rescue fee (1.74). Property should be in the land use program.				
		\$67.86	\$8,700.00	2004	07-0036	8548	\$76.56
	2356 Ramsey Ford. Rd. Nakina NC 28455						
Refunds	Griffin Jody L.		Refund a portion of the property value, a portion of the Williams Fire (1.20) and a portion of the				

				Columbus Rescue fee (.40). The property was billed with incorrect acres.				
		\$15.60	\$2,000.00	2004 09-0172 9911	\$17.20			
17001 Peacock Rd. Chadbourn	NC 28431							
Refunds	J E & L.S Brown Farms			Refund user fee that was double listed as Jimmy and Linda Brown. Approved by Solid Waste. Make check payable to Jimmy & Linda Brown.				
		\$0.00	\$0.00	2004 12-0162 2764	\$177.00			
4635 Haynes Lennon Hwy. Chadbourn	NC 28431							
Refunds	Thompkins, Thomas			Refund value of a double wide, Williams Fire fee (24.36) and the Columbus Rescue fee (8.12). Customer paid on a home that they did not receive. Verified by Calvary Homes and Horry State Bank. Release of user fee approved by Solid Waste. Total check should be \$424.83 which includes \$26.13 interest. Make check payable to Thomas Thompkins and Columbus County Tax				
		\$316.68	\$40,600.0	2002 07-0570 9443	\$398.70			
10587 Swamp Fox Hwy. E. Tabor City	NC 28463							

**TAX RELEASES (as submitted to the Governing Body Office from the Tax Office):
October 18, 2004**

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

Type of Release	First Name	Amount Released	Property	Year	Account #	Bill #	Total
Property	Campbell, Patrick		Release the value of a boat, the Columbus Rescue (3.27) and Water Dist. 2 (24.52). The boat is listed in Brunswick County.				
		\$127.49	\$16,345.0	2004	12-0353	88945	\$168.36
Property	Colelman, Jerry E.		Release the property value and the Acme Delco Fire fee. The property is double listed in the name of Bobby & Daisy Stevens.				
		\$9.36	\$1,300.00	2000	15-0958	86325	\$10.92
Property	Coleman, Jerry E.		Release the property value, the Acme Delco Fire fee (1.56) and the Columbus Rescue fee (.26). The property is double listed in the name of Bobby & Daisy Coleman.				
		\$1,300.00	\$10.14	2002	15-0958	64061	\$1,301.
Property	Coleman, Jerry E.		Release the property value and the Acme Delco fee. The property is double listed iin the name of Bobby & Daisy Stevens.				
		\$3.12	\$400.00	1995	15-0958	96677	\$3.52
Property	Coleman, Jerry E.		Release the property value and the Acme Delco Fire fee. The property is double listed in the name of Bobby & Daisy Stevens.				
		\$30.42	\$3,900.00	1995	15-0958	96678	\$34.32
Property	Coleman, Jerry E.		Release the property value and the Acme Delco Fire fee. The property is double listed in the name of Bobby & Daisy Stevens.				
		\$3.12	\$400.00	1996	15-0958	41562	\$3.60
Property	Coleman, Jerry E.		Release the property value and the Acme Delco Fire fee. The property is double listed in the name of Bobby & Daisy Stevens.				
		\$30.42	\$3,900.00	1996	15-0958	41563	\$35.10
Property	Coleman, Jerry E.		Release the property value and the Acme Delco Fire fee. The property is double listed in the name of Bobby & Daisy Stevens.				

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Property	Coleman, Jerry E.	\$9.04	\$1,300.00	1997	15-0958	39531	\$10.60
							Release the property value and the Acme Delco Fire fee. The property is double listed in the name of Bobby & Daisy Stevens.
Property	Coleman, Jerry E.	\$29.19	\$4,200.00	1997	15-0958	39532	\$34.23
							Release the property value and the Acme Delco Fire fee. The property is double listed in the name of Bobby & Daisy Stevens.
Property	Coleman, Jerry E.	\$9.04	\$1,300.00	1998	15-0958	43773	\$10.60
							Release the property value and the Acme Delco Fire fee. The property is double listed in the name of Bobby & Daisy Stevens.
Property	Coleman, Jerry E.	\$29.19	\$4,200.00	1998	15-0958	43774	\$34.23
							Release the property value and the Acme Delco Fire fee. The property is double listed in the name of Bobby & Daisy Stevens.
Property	Coleman, Jerry E.	\$9.04	\$1,300.00	1999	15-0958	5385	\$10.60
							Release the property value and the Acme Delco Fire fee. The property is double listed in the name of Bobby & Daisy Stevens.
Property	Coleman, Jerry E.	\$29.19	\$4,200.00	1999	15-0958	5386	\$34.23
							Release the property value and the Acme Delco Fire fee. The property is double listed in the name of Bobby & Daisy Stevens.
Property	Coleman, Jerry E.	\$30.24	\$4,200.00	2000	15-0958	86326	\$35.28
							Release the property value, the Acme Delco Fire fee (5.04) and the Columbus Rescue fee (.84). The property is double listed in the name of Bobby & Daisy Stevens.
Property	Coleman, Jerry E.	\$32.76	\$4,200.00	2001	15-0958	86494	\$38.64
							Release the property value, the Acme Delco Fire fee (5.04) and the Columbus Rescue fee (.84). The property is double listed in the name of Bobby & Daisy Stevens.
Property	Coleman, Jerry E.	\$32.76	\$4,200.00	2002	15-0958	64062	\$38.64
							Release the property value, the Acme Delco Fire fee (1.56) and the Columbus rescue fee (.26). The property is double listed in the name of Bobby & Daisy Stevens.
Property	Coleman, Jerry E.	\$10.14	\$1,300.00	2003	15-0958	34349	\$11.96
							Release the property value, the Acme Delco Fire fee (5.04) and the Columbus rescue fee (.84). The property is double listed in the name of Bobby & Daisy Stevens.
Property	Coleman, Jerry E.	\$32.76	\$4,200.00	2003	15-0958	34350	\$38.64
							Release the property value, the Acme Delco fire fee (1.56) and the Columbus Rescue fee (.26). The property is double listed in the name of Bobby & Daisy Stevens.
Property	Coleman, Jerry E.	\$10.14	\$1,300.00	2004	15-0958	90528	\$11.96
							Release the property value, the Acme Delco fire fee (5.04) and the Columbus Rescue fee (.84). The property is double listed in the name of Bobby & Daisy Stevens.
Property	Coleman, Jerry E.	\$32.76	\$4,200.00	2004	15-0958	90529	\$38.64
							Release the property value, the Acme Delco Fire fee (1.56) and the Columbus Rescue fee (.26). The property is double listed in the name of Bobby & Daisy Stevens.
		\$10.14	\$1,300.00	2001	15-0958	86493	\$11.96

Property	Cooper, Ronald	Release the value of a camper and the Columbus Rescue fee. The camper is double listed in the name of William Byrd.	\$28.78	\$3,690.00	2004	08-0104	91011	\$32.47
Property	Jacobs, O'Neil	Release the value of a double wide, the St. James fire fee (26.16) and the Columbus rescue fee (8.72). The home burned in 2003.	\$340.08	\$43,600.0	2004	08-1838	3092	\$374.96
Property	Jenrette, Hilda	Release a portion of the property value, a portion of the Old Dock fire fee (1.55) and a portion of the Columbus Rescue fee (.39). The mobile home was priced with incorrect value.	\$15.09	\$1,935.00	2004	03-0564	3379	\$18.96
Property	Newman, Eugene	Release a portion of the property value, a portion of the Columbus Rescue fee (4.00) and a portion of the Water Dist. 2 (30.00). Customer failed to get the senior citizens exemption.	\$156.00	\$20,000.0	2004	12-2050	10825	\$190.00
Property	Sandlin, Lance E.	Release the property value, the Acme Delco Fire fee (9.48) and the Columbus Rescue fee (1.58). The property is double listed in the name of Margaret D. Rising.	\$61.62	\$7,900.00	2004	15-3260	15723	\$72.68
Property	Smith, Charles	Release a portion of the property value, a portion of the Brunswick Fire fee (8.54) and a portion of the Whiteville Rescue fee (2.44). Property billed with incorrect value.	\$95.16	\$12,200.0	2004	01-8464	17796	\$106.14
Property	Strickland, Betty M.	Release a portion of the property value, a portion of the Cole Service fire fee (2.20), a portion of the Columbus Rescue fee (.44) and a portion of the Water Dist. 2 (3.30). The property is double listed in the name of William E. McColskey.	\$17.16	\$2,200.00	2004	12-0045	20409	\$23.10
Property	Strickland, Gaylee	Release a portion of the property value, a portion of the Cole Service Fire fee (29.20), the Columbus Rescue fee (5.84) and a portion of the Water Dist. 2 (43.80). Property should have been in the Land Use Program.	\$227.76	\$29,900.0	2004	16-0484	20537	\$306.60
Property	Walker, David M.	Release a portion of the property value, a portion of the Klondyke Fire (39.48), a portion of the Columbus Rescue (11.28) and a portion of the Water Dist. 2 (84.60) The property should be in the Land Use Program.	\$439.92	\$56,400.0	2004	13-0490	23244	\$575.28

Agenda Item #23: RECESS:

At 9:45 P.M., a motion was made by Commissioner Wilson to recess this meeting until Monday, October 25, 2004, at 5:30 P.M., to be held in the regular meeting place, the Columbus County Commissioners' Chambers located in the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, seconded by Commissioner McKenzie. The motion so carried.

“ATTACHMENT A”

**Columbus County
Fire Protection & Prevention
Ordinance**

Approved By: _____ **Date:** _____
Chairman, Columbus County Commissioners

Attest: _____ **Date:** _____
Clerk to the Board

Seal

Approved By: _____ **Date:** _____
Columbus County Administrator

Approved By: _____ **Date:** _____
Columbus County Fire Marshal

Approved By: _____ **Date:** _____
Columbus County Emergency Services Director

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CHAPTER 1

COLUMBUS COUNTY FIRE PREVENTION AND PROTECTION ORDINANCE

Section 1.1 – Title

These regulations shall be known as the “Fire Prevention and Protection Ordinance of Columbus County, North Carolina,” and may be cited as such and referenced to herein as the code.

Section 1.2 – Intent

It is the intent of the code to prescribe regulations consistent with nationally recognized good practice for the safeguarding of life and property from the hazards of fire and explosion within the jurisdiction of the county. The code shall not be construed to hold the county responsible for any damage to persons or property by reason of the inspection or re-inspection authorized herein, failure to inspect or re-inspect or the permits issued or denied as herein provided, or by reason of the approval or disapproval of any equipment authorized herein.

Section 1.3 – Code and Amendments

For the purpose of prescribing regulations governing conditions hazardous to life and property from fire, explosion, or exposure to hazardous materials, the North Carolina Fire Prevention Code and appendices of said code, along with the North Carolina Amendments of said code is hereby adopted by reference and is set forth herein as the Fire Code for the County. Any Amendments to the aforementioned code, which are adopted, amended, and published by the North Carolina Building Code Council, shall be effective in the County at the time such amendments are declared in effect by the North Carolina State Building Code Council.

Section 1.4 – Applicability

The provisions of this ordinance shall apply to all buildings and occupancies in the North Carolina Building Code Volume 1, General Construction and the North Carolina Building Code Volume V, Fire Prevention and any other building referenced by this ordinance. The provisions of this code shall apply equally to existing as well as new buildings.

Section 1.4.1 – Inapplicability of Code

Where the North Carolina Fire Prevention Code or its references are inapplicable to a specific occupancy of process, the appropriate NFPA (National Fire Protection Association) or other nationally recognized standard shall be used.

Section 1.4.2 – Copy on File

A copy of the fire prevention and protection ordinance, and all technical codes and standards adopted by reference shall be available for public inspection at the fire marshal’s office.

Section 1.5 – Jurisdiction

In accordance to the general statutes of the State of North Carolina and the provisions of the Columbus County Fire Prevention and Protection Ordinance, it will be the responsibility of the Columbus County Fire Marshal’s Office to issue all fire prevention permits, conduct all fire inspections for the county and enforce the provisions of the North Carolina Building Code Volume V, Fire Prevention and the Columbus County Fire Prevention and Protection Ordinance in the unincorporated areas of the county.

Section 1.5.1 – Contracting for Services

Where a Columbus County Municipality or Sanitary District who is legally obligated to provide fire inspection services to a specified area cannot do so, they may contract with the county fire marshal's office to provide these services. Any area contracted to the fire marshal's office for fire inspection services shall be bound to all the provisions of the Columbus County Fire Prevention and Protection Ordinance.

Exception: Where a municipality provides fire inspection services and only requires the assistance of the fire marshal's office due to the inability to inspect a building whose occupancy requires a more qualified Inspector than supplied by the municipality, then the provisions of this ordinance shall not apply.

Section 1.6 – Effective Date

These regulations shall become effective on the date this ordinance is adopted by the Columbus County Board of Commissioners.

Section 1.6.1 – Definitions and Abbreviations

For the purpose of this code, certain abbreviations, terms, phrases, words, and their derivatives shall be construed as set forth in this and following sections.

Words used in the present tense include the future. Words in the masculine gender include the feminine and neuter. Words in the feminine and neuter gender include the masculine. The singular number includes the plural and the plural includes the singular.

Section 1.6.2 – Terms Not Defined

Where terms are not defined in this code and are defined in the *International Fire Code*, *International Building Code*, *International Fuel Gas Code*, *International Mechanical Code* or *International Plumbing Code*, such terms shall have the meanings ascribed to them as in those codes. Where Terms are not defined through the methods authorized, such terms shall have ordinarily accepted meanings such as the context implies.

Chapter 2

INSPECTION SCHEDULE FOR EXISTING BUILDINGS

Section 2.1 – Frequency of Inspection

Inspection schedules of existing buildings shall be in accordance with Section 106 of the N.C. Fire Prevention Code, and shall be conducted no less frequently than described in the schedule below:

OCCUPANCY CLASSIFICATION	INSPECTION FREQUENCY
Public Schools	Every Six Months
Hazardous	Every Year
Institutional	Every Year
High Rise	Every Year
Assembly	Every Year
Residential* (Excludes one and two family dwellings)	Every Year
Industrial	Every Two Years
Educational (Except Public Schools)	Every Two Years
Foster Care Home (G.S. 131-D)	Every Two Years
Group Care Home	Every Two Years
Business	Every Three Years
Mercantile	Every Three Years
Storage	Every Three Years
Churches and Synagogues	Every Three Years

* The North Carolina Fire Code definition of a residential occupancy is a multi-family building, the Fire Code does not apply to one and two family dwellings.

SCHEDULED INSPECTION FEE	
Under 5,000 square feet ¹	\$50.00
5,000 to 10,000 square feet ¹	\$75.00
Over 10,000 square feet ¹	\$100.00 + \$5.00/1,000 square feet
Special Situations (i.e. Outside storage, LP Bulk Storage, No Building)	\$50.00
Residential Occupancies ³ (Multi-Family)	
Footprint up to 10,000 square feet	\$50.00
Footprint over 10,000 square feet	\$75.00
Foster Care Inspection	\$50.00 ²

¹ Includes First Inspection and One Follow-up Inspection. Each subsequent follow-up until compliant will require an additional regular fee.

²To be billed to licensing agency.

³This inspection only covers the common areas of the structure.

Chapter 3

PERMITS, PLAN REVIEW & FEES

Section 3.1 – Definition

Permit is an official document issued by the Fire Marshal's Office authorizing performance of a specified activity, use, operation or installation. This includes, but is not limited to the following types: Use Permit, Special Use Permit, Burning Permit, Operational Permit, Construction Permit and Permits for Fire Protection Systems, Storage Tanks, and any other items needing a permit.

Section 3.2 – Required Permits

In accordance with the detailed requirements of the County, a permit shall be obtained from the Fire Marshal's Office pursuant to the procedure set forth in Chapter 1, Section 105 of the N.C. Fire Prevention Code, along with the N.C. Amendments and this ordinance. Permits shall be obtained to conduct those activities or operations as set forth in the permit and service fee schedule as approved by the Columbus County Board of Commissioners. An operational permit must be obtained from the Columbus County Fire Marshal's Office as per the schedule of fees as adopted by the Columbus County Board of Commissioners:

3.2.1 – Renewal. All permits will be valid for a period of 1, 2, or 3 years and will be renewable upon completion of fire inspection in accordance with Section 105 of the NC Fire Prevention Code. Renewal fees will be based on fee schedule proposed for inspections in accordance with Section 105.

Section 3.3 – Information Required With Applications

An application for a permit shall be filed with the Fire Marshal's Office on a form furnished for that purpose, provided by the County and shall include the applicant's answers in full to inquiries set forth in such forms. Applications for permits shall be accompanied by appropriate fees and such data as may be required by the Fire Marshal.

3.3.1 – Contractor's License Required. When the General Statutes requires that general construction, plumbing, mechanical, electrical, fire protection, or gas work be performed by the appropriately licensed individual(s), no permit for such type work shall be issued to an unlicensed person or firm.

3.3.2 – Additional Data. The Fire Marshal's Office may require details, computations, stress diagrams, professional certification and other data necessary to describe the construction or installation of a system.

Section 3.4 – Plan Review

Shall apply to all buildings and occupancies in the N.C. Building Code General Construction and the N.C. Fire Prevention Code. This review will be for the determination of compliance with this ordinance and the Fire Code, and shall be completed within a reasonable time of receipt of plans. If the Fire Marshal's review of these plans indicates the need for a fire permit, as outlined in this ordinance and the Fire Code or if there are corrections to be made to the plans, the building permit shall not be issued until the fire permit has been applied for or until the corrections are made to the plans. This plan review shall not apply to one and two family dwellings.

3.4.1 – Penalties See Civil Penalties Schedule in Chapter 5 of this ordinance.

3.4.2 – Revocation

The Fire Marshal may revoke a permit upon determination that the permit holder, or any agents or employees of the permit holder, has violated any provision of the N.C. Building Code Fire Prevention or of this Ordinance, or any stated condition of the permit. The Fire Marshal shall advise the permit holder, in writing, of the reason for the revocation.

3.4.3 – Nontransferable

Any permits issued shall not be transferable. Permits shall be valid only as specified on the permit for the time period, use, and/or project specified. Permits shall be valid only for the individual listed on the permit application.

Chapter 4**UNSAFE BUILDINGS****4.1 – Unsafe, Defected Buildings or Systems**

All buildings or service systems, which are unsanitary, constitute a fire hazard, or constitute a hazard to safety or health, bad conditions of walls, overload floors, defective construction, decay, unsafe wiring or heating system, inadequate means of egress are considered unsafe. All such unsafe building or service systems shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of the technical codes. (G.S. 153A-365, 153A-366, 153A-367, 153A-368, 153A-369, 153A-370 and 153A-371).

4.1.1 – Summary Abatement. Where conditions exist that are deemed hazardous to life and property, the Fire Marshal or his designee is authorized to abate summarily such hazardous conditions that are in violation of this code.

4.1.2 – Abatement. The owner, operator or occupant of a building or premises deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

Chapter 5

Section 5.1 – Civil Penalties

Any person who shall violate any of the provisions of the N.C. Fire Prevention Code or this ordinance adopted by the Columbus County Board of Commissioners, or fail to comply therewith, or who shall violate or fail to comply with any order made there under, or who shall build in violation of any detailed statement of specifications or plans submitted and approved there under or any certificate or permit issued there under, shall be subject to penalties as specified below as approved by the Columbus County Board of Commissioners. These penalties shall be recovered by the County in a Civil Action in the nature of debt if the offender does not pay the penalties within a period of 30 days after the issuance of the notice of violation. The notice of violation shall be in writing, signed by the Fire Marshal and/or the Fire Official charged with the enforcement of the N.C. Fire Prevention Code or this ordinance, and shall be delivered or mailed to the offender either at his/her residence or place of business or at the location where the violation occurred. Each day's continuing violation shall be a separate and distinct offense. Any action to recover such penalties may be joined in an action for appropriate equitable remedy, including injunctions and orders of abatement and including an action to recover damages by the County in abating, correcting, limiting, and otherwise dealing with the harmful effects of the offending action. Civil penalties are assessed in accordance with North Carolina G.S. 153A and G.S. 160A.

Civil Penalty Schedule	
First Offense	100.00
Second Offense	300.00
Third and Subsequent Offenses	500.00

Violation(s) consisting of locked and/or blocked exits, impedance of the occupants to quickly evacuate a structure or premise, or conditions posing imminent danger to the occupants on or about the premise or Violation(s) of Occupancy Limits established pursuant to the North Carolina State Building and/or Fire Code must be corrected during the time of the inspection if at all possible.

CHAPTER 6

REPORTING A HAZARD OR VIOLATION

Section 6.1 – Hazards and Violations

The Fire Marshal's Office will respond to any complaint regarding a life safety hazard, illegal burning, and any other fire code violation or fire ordinance violation in Columbus County.

6.1.1 – How to report a hazard or violation. A hazard or violation may be reported at any time. They may be reported directly to the Fire Marshal's Office at 910-640-6610. If it is after normal business hours please call 910-640-1428.

6.1.2 – Required Information for Complaints. All complaints will require the following information to be recorded in order for the complaint to be processed:

1. Name of the person filing the complaint
2. Address and phone number of person filing complaint
3. Location of hazard or violation
4. Type of problem, hazard or violation

6.1.3 – Records. A written record of all complaints will be maintained in the Fire Marshal's Office. A report will be attached to the complaint stating any violations or hazards found and what actions were taken.

Chapter 7

Collection of Fees

7.1.1 Inspection Fees (New Construction) – In the event additional fees are required to be assessed during a construction project, any and all fees must be paid in full prior to the issuance of the buildings Certificate of Occupancy. Occupying a building that has not been issued a Certificate of Occupancy will constitute a civil penalty for each days continued offense.

7.1.2 Inspection Fees (Existing Buildings) – The fee for an inspection of an existing building shall be assessed and an invoice will be supplied to the owner, occupant, or designee. Subjects will have thirty (30) days to remit payment. After thirty (30) days the bill will be placed in a past due status and a second invoice will be sent to the subject. After a period of sixty (60) days of non-payment, the account will be subject to a 10% late fee and the account will be placed on hold and no additional inspections or permits will be issued, civil action will be taken through the court system after a period of ninety 90 days.

APPENDIX A

FORMS

****** GUIDELINES FOR OPEN BURNING ******
(Within 100 feet of a Structure)

- YARD TRIMMINGS ONLY (Leaves, Limbs, Grass, Vines, etc.)
- Must originate on the premises
- Fire must be at least 50 feet from any structure and must not spread to within 50 ft.
- Fire must not create a nuisance when burned
- A competent person shall constantly attend the fire until such fire is extinguished
- Must provide fire control tools to match the size of the pile being burned (garden hoses, rakes, shovels, extra help, etc.)
- No rubbish or waste materials are to be burned (furniture, old tires, shingles, etc.)
- Piles of material shall not exceed 30 feet in diameter, 10 feet in height, or 10,000 cubic feet
- An area 10 feet wide shall be cleared completely around the material to be burned
- If a burning ban has been issued all fires shall be extinguished immediately
- If at any time during the burning, the regulations regarding open burning are not met or are neglected in any way, the fire will be extinguished and a civil citation may be issued

REPORTING A HAZARD OR VIOLATION FORM

Name of Person Filing Complaint

Address of Person Filing Complaint

Phone Number of Person Filing Complaint

Location of Hazard (address - name of business – name of owner or operator if known)

Type of Problem, Hazard or Violation Reported

A written record of all complaints will be maintained in the Fire Marshal's Office. A report will be attached to the complaint stating any violations or hazards found and what actions were taken.

Fire Marshal Use Only	
Date of resulting inspection: _____	Was property found to be in violation Yes ___ No ___
Comments/Resolution _____	

Appendix B

FALSE ALARM ORDINANCE

1. PURPOSE

- (A) The purpose of this ordinance is to encourage alarm users and alarm companies to maintain the operational reliability of alarm systems and to properly use alarm systems in order to reduce or eliminate false/accidental alarm dispatches of fire apparatus.
- (B) This ordinance governs systems intended to summon a fire response, establishes a fee associated with penalties for violations.

2. DEFINITIONS

- (A) For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
 - (1) Alarm Business: means the business by any individual, partnership or corporation serving, repairing, altering, replacing, moving or installing any alarm system, or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed any alarm system in or on any commercial or residential building, structure or premises, and shall not include any other activity of the business.
 - (2) Alarm Dispatch Request: means a notification to public safety officials by an alarm company that an alarm has been activated at an alarm site.
 - (3) Alarm Installation: means any alarm device or combination of devices installed for one or more commercial or residential buildings, structures or premises.
 - (4) Alarm System: means a device or series of devices, including but not limited to, systems interconnected with a radio frequency signal, which are designed to warn of fire by emitting or transmitting a remote or local audible, visual, or electronic signal indicating an alarm condition that may require attention by a fire department.
 - (5) Automatic Telephone Dialing Device or Digital Alarm Communication System: An alarm system that automatically sends a prerecorded voice message or coded signal over regular telephone lines by direct connection or any other digital method indicating the existence of the emergency situation that the alarm system is designed to detect.
 - (6) Alarm: means the activation of an alarm signal that produced either an audible sound that can be heard from the interior or exterior of a commercial or residential building, structure, or premise housing the alarm system, or the emission of a signal to a direct monitoring service which in turn notifies the Brunswick County Communications Center or directly notifies local officials that an alarm has been activated.
 - (7) False Fire Alarm: means any transmitted alarm signal in which there is no sign of smoke, fire or water-flow conditions.

3. GENERAL REGULATIONS

- (A) The alarm user shall maintain the premises and the alarm system in a manner that will minimize or eliminate false/accidental alarm dispatches and activate the alarm only for the occurrence of events it was designed to report.
- (B) The alarm user shall respond or cause a responsible representative to respond to the alarm site within 30 minutes when notified by officials.
- (C) Each alarm user shall furnish to the county in writing the names and telephone number of at least one, but no more than five, persons authorized and able to deactivate the alarm system.
- (D) The alarm user shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of the alarm site shall sound no longer than (15) minutes, requiring an automatic reset.

4. ALARM RESPONSE

- (A) It shall be determined that three (3) or more fire false alarm within a 12-month period is excessive and constitutes a public nuisance. The county will allow three (3) fire false alarm response to any alarm user within any calendar year without penalty. A civil penalty shall be issued for any excess false alarm responses as follows:

Fire False Alarms:

4 th False Alarm	\$ 50.00
5 th False Alarm	\$ 75.00
6 th False Alarm	\$100.00
7 th False Alarm	\$150.00
8 th False Alarm	\$200.00
9 th False Alarm	\$250.00
10 or more False Alarms	\$500.00

- (B) No fee shall be assessed if the false/accidental alarm dispatch is:
 - (1) Caused by a hurricane, tornado or lightening strike where there is clear evidence of physical damage to the alarm system.
 - (2) Activated by an electrical power outage to the electric meter on the commercial or residential building housing the activated alarm system.
 - (3) An alarm system activated during alarm system tests conducted by the Fire Marshal's Office for the purpose of computing alarm times.
- (C) No fee shall be assessed if the alarm is caused by:
 - (1) Actual fire.
 - (2) Smoke condition without fire.
 - (3) Sprinkler water-flow has tripped system due to a sprinkler head activating with or without fire.

5. PROHIBITED ACTS

Except for alarm testing as provided in Section 4, it shall be unlawful for any person to knowingly activate an alarm when no fire exists.

6. ENFORCEMENT OF VIOLATIONS

- (A) This ordinance shall only apply and be enforced in the unincorporated areas of Columbus County and within Municipalities where the County Fire Marshal has jurisdiction. The County Fire Marshal shall have enforcement authority of this ordinance.
- (B) Civil penalties under Section 4, if not paid within (15) days of the issuance of the citation, may be recovered by the county in a civil action in the nature of a debt.
- (C) As of the effective date of this ordinance, alarm users shall be deemed to have zero alarm responses for the purposes of Section 4.

8. COLLECTED FUNDS

All collected funds will be placed in an account to be designated for Columbus County Fire & Rescue Association. Monies collected within this account will be spent to improve County Fire & Rescue equipment, throughout the county. These monies will be governed by a committee of the Officers of the Fire & Rescue Association, County Emergency Services Director, and County Fire Marshal.

Appendix C

OPEN BURNING

Section 1.1 – Definitions

Open Burning – The burning of leaves, grass clippings, and other natural, unprocessed vegetation in which the products of combustion pass into the open air without passing through any type of chimney or duct.

Recreational Fire – An outdoor fire utilized for the cooking of food for human consumption.

Structure – For the purpose of this section of the ordinance, a structure shall be defined as an occupied building.

Section 1.2 – Where Allowed

Open burning may be allowed not within 50 feet of any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet of any structure. It is the burners responsibility to ensure that the fire is maintained on their property and not allowed to spread to adjoining property.

Section 1.3 – Notification Required

Notification is required for all open burning when the vegetation to be burned is piled such that the pile size exceeds 5 feet wide x 5 feet long x 5 feet high, or when the vegetation burns longer than 5 hours. Two or more piles on a single piece of property shall be considered a single pile. Notification is also required when the vegetation to be burned is larger than 6 inches in diameter. A phone number will be established for the public to utilize to make notification of open burning.

Section 1.3.1 – Exceptions

1. Agriculture, silviculture, or burning of land for wildland management.
2. Fires set for the training of firefighting personnel.
3. Recreational fires.

Section 1.4 – Accordance

Open burning in Columbus County shall be conducted in accordance with all applicable State and Federal Air Quality and Solid Waste Disposal Laws, and shall also be in accordance with the North Carolina Fire Prevention Code.

Section 1.5 – Prohibited Open Burning

In accordance with Section 307.2.2 of the North Carolina Fire Prevention Code, open burning permitted by this ordinance that is deemed to be offensive or objectionable due to smoke or odor emissions shall be prohibited.

Section 1.6 – Attendance

Open burning must be constantly attended at all times by a competent person. In accordance with Section 307.4 of the North Carolina Fire Prevention Code, a minimum of one portable fire extinguisher with a minimum 4-A rating or other approved onsite fire-extinguishing equipment such as dirt, sand, water barrel, garden hose or water truck shall be available for immediate utilization.

Section 1.7 – Extinguishment

Any open burning found to be in violation of this Section, the North Carolina Fire Prevention Code or any State or Federal law shall be extinguished immediately by the responsible party, and open burning will be immediately discontinued.

Section 1.8 – Burning Ban

In the event that the Columbus County Fire Marshal's Office issues a ban on outdoor burning within 100 feet of a structure, then in accordance to state law all Open Burning shall be immediately discontinued until such ban is lifted by the Columbus County Fire Marshal's Office.

During this ban, no open burning shall be conducted at all within 100 feet of a structure; this includes any outdoor burning at residences. A civil citation may be issued for violations.

1.8.1 – Conditions Warranting. A burning ban on outdoor burning within 100 feet of a structure may be issued by the Columbus County Fire Marshal's Office in the event that atmospheric conditions or local circumstance make such fire hazardous. Atmospheric conditions that warrant a burning ban include, but are not limited to:

1. Extended periods of low humidity (below 50%)
2. High winds
3. Elevated temperatures
4. Lack of substantial rainfall.

Local conditions that may warrant a burning ban include, but are not limited to:

1. Flammable and/or combustible liquid spills or leaks close to a burning site.
2. A hazardous materials incident where the proximity of the burn site could cause a possible ignition source or prove hazardous to operations controlling the incident.
3. The proximity of adjacent structures or other such hazards.

1.8.2 – Notification. In the event a burning ban is issued, citizens shall be notified through the news media or in person that a burning ban is in place, and fires shall be extinguished immediately. In conjunction with North Carolina Forest Service burning ban, the Columbus County Fire Marshal's Office shall issue a burning ban of all-open burning within 100 feet of a structure and all fires shall be extinguished immediately. The local press shall be notified by the Fire Marshal's Office that such ban is in effect and that no permits will be issued until such ban is lifted and no open burning will be allowed.

1.8.3 – Repeal. Any burning ban issued by the Fire Marshal's Office shall be repealed in the same manner.

Section 1.9 – Civil Penalties

Any person found in violation of this Section of the Columbus County Fire Prevention and Protection Ordinance shall be subject to the Civil Penalties outlined in Chapter 5 of this Ordinance. Failure to make notification of open burning that falls under jurisdiction of this section shall constitute a violation.

Appendix D

UNIFORM PROPERTY ADDRESS AND ADDRESS DISPLAY

Section 1.1 – Uniform Property Address and Address Display

New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position to be plainly legible and visible from the street or road fronting the property

Section 1.1.2 – Address Numbers. Address numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch. Number shall be Arabic numerals or alphabet letters, and shall contrast with their background.

Section 1.1.3 – Accordance. Addressing for all buildings shall be in accordance with *Section 505.1 of the 2000 International Fire Code*.



Columbus County Fire Protection and Prevention Fee Schedule

Operational Permits		
Code Section	Description	Permitting Fee*
105.6.1	Aerosol products	50.00
105.6.2	Amusement Buildings	100.00
105.6.3	Aviation Facilities	50.00
105.6.4	Carnivals and Fairs	100.00
105.6.5	Battery Systems	50.00
105.6.6	Cellulose Nitrate Film	50.00
105.6.7	Combustible Dust-Producing Operations	50.00
105.6.8	Combustible Fibers (Except Agriculture)	50.00
105.6.9	Compressed Gases	50.00
105.6.10	Covered Mall Buildings	100.00
105.6.11	Cryogenic Fluids	50.00
105.6.12	Cutting and Welding	50.00
105.6.13	Dry Cleaning Plants	50.00
105.6.14	Exhibits and Trade Shows	100.00
105.6.15	Explosives	100.00
105.6.17(1)	Flammable and Combustible Liquids Pipeline	150.00
105.6.17(2)	Flammable and Combustible Liquids Class I Storage	150.00
105.6.17(3)	Flammable and Combustible Liquids Class II Storage	150.00
105.6.17(4)	Flammable and Combustible Liquids Removal	150.00
105.6.17 (5)	Flammable and Combustible Liquids production, processing, transportation, storage, dispensed, used	150.00
105.6.17 (6)	Install, alter, remove, or abandon flammable or combustible liquid tanks	250.00
105.6.17 (7)	Change the contents of a flammable or combustible liquid tank	150.00
105.6.17 (8)	Manufacture, process, blend, or refine flammable or combustible liquids	150.00
105.6.17 (9)	To engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental, or manufacturing establishments	75.00
105.6.17 (10)	To utilize a site for the dispensing of liquid fuels from tank vehicles into the fuel tanks of motor vehicles at commercial, industrial, governmental, or manufacturing establishments	75.00
105.6.18	Floor Finishing using Class I or II Liquids	75.00
105.6.19	Fruit and Crop Ripening	50.00
105.6.20	Fumigation and Thermal insecticidal fogging	50.00
105.6.21	Hazardous Materials Storage, Transport, Dispense, Use and Handling	100.00
105.6.22	Hazardous Materials Facilities	100.00
105.6.23	High-Piled Storage	100.00
105.6.24	Hot Work	50.00
105.6.25	Industrial Ovens	50.00
105.6.26	Lumber Yards and Woodworking Plants	50.00
105.6.27	Liquid or Gas fueled vehicles or equipment in assembly buildings	50.00
105.6.28	L.P.Gas Bulk Storage	100.00
105.6.29	Magnesium	50.00
105.6.30	Miscellaneous Combustible Storage	50.00
105.6.32	Open Flames and Candles	100.00
105.6.33	Organic Coatings	50.00
105.6.34	Operation of Places of Assembly	100.00
105.6.36	Pyrotechnic special effects materials	150.00
105.6.37	Pyroxylin Plastics	50.00
105.6.38	Regulated Refrigeration Equipment	50.00
105.6.39	Repair Garages and Service Stations	50.00

105.6.40	Rooftop Heliports	50.00
105.6.41	Spraying or dipping operations	75.00
105.6.42	Storage of Scrap Tires and Tire Byproducts	75.00
105.6.43	Temporary membrane structures, tents and canopies	50.00
105.6.44	Tire-Rebuilding Plants	75.00
105.6.45	Waste Handling	100.00
105.6.46	Wood Products	50.00

*Public Schools, Churches and synagogues shall be exempt from Operational permitting fees. These permits will only be issued during a new construction situation. The permit will be valid for the same period as the inspection schedule in section 106 and the renewal will be the payment of the inspection fee for existing buildings.

An existing building may be issued an operational permit for the above situations; the permit will be included in the fee for the inspection of an existing building in accordance with section 106.

A construction permit must be obtained from the Columbus County Fire Marshal's Office in the following situations:

Construction Permits (Applies to installation of new systems and renovations to existing systems)		
Code Section	Description	Permitting Fee
105.7.1	Automatic fire-extinguishing systems	50.00
105.7.2	Compressed Gases	75.00
105.7.3	Fire Alarm and Detection systems and Related equipment	50.00
105.7.4	Fire Pumps and Related Equipment	100.00
105.7.5	Flammable and Combustible liquids	100.00
105.7.6	Hazardous Materials	100.00
105.7.7	Industrial Ovens	50.00
105.7.8	L.P. Gas Installation and Modification (Applies only to occupancies covered by the N.C. Fire Prevention Code)	100.00
105.7.10	Spraying and Dipping	50.00
105.7.11	Standpipe Systems	50.00 with Sprinkler System 75.00 W/O Sprinkler System
105.7.12	Temporary Membrane structures, tents and canopies	50.00