

**COLUMBUS COUNTY BOARD OF COMMISSIONERS****Monday, January 03, 2005****7:30 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 their regular scheduled meeting on the first Monday.

**COMMISSIONERS PRESENT:**

Sammie Jacobs, **Chairman**  
 Kipling Godwin, **Vice Chairman**  
 Amon E. McKenzie  
 James E. Prevatte  
 Bill Memory  
 Lynwood Norris  
 David L. Dutton, Jr.

**APPOINTEES PRESENT:**

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

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

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

**Agenda Item #3: BOARD MINUTES APPROVAL:**

Commissioner McKenzie made a motion to approve the December 03, 2004 Special Called Meeting Minutes, the December 06, 2004 Regular Session Meeting Minutes and the December 14, 2004 Regular Session Meeting Minutes, this Meeting having been recessed on December 06, 2004. The motion was seconded by Commissioner Norris. The motion so carried.

**Agenda Item #4: 2003-2004 COLUMBUS COUNTY AUDIT PRESENTATION:**

Alan W. Thompson, CPA, Thompson, Price, Scott, Adams and Company, delivered the 2003-2004 Audit Presentation accompanied by the following Management Letter.

To The Board of County Commissioners  
 Columbus County, North Carolina

In planning and performing our audit of the general purpose financial statements of Columbus County for the year ended June 30, 2004, we considered the internal control structure in order to determine the extent and nature of our auditing procedures for the purpose of expressing an opinion on the financial statements, and not to provide assurance on the internal control system. However, we noted certain matters we considered important enough for your attention. No opinion is being expressed regarding internal control. Had our procedures been designed to express such an opinion other matters might have been noted.

We noted the following items that should enhance your internal control structure and reporting.

1. The Board should make adequate time for the Finance Officer to perform random checks of the internal control system in the various departments. This would act as a deterrent since no one knows when their office would be checked. It would also enhance reporting and communication between the counties' departments that handle cash. If the Finance Officer cannot be freed up to perform this function then alternative methods should be pursued.
2. Although the tax department is eventually getting over 99% of all taxes for any given year, the tax collection for the current year is below the state average. The current year's collection percentage is almost a full percentage point higher than last fiscal year.
3. The increasing size (growth) of the water districts and the finances related to them need careful attention going forward. The debt repayment and the operational effectiveness of the internal control in regards to the water districts will need constant attention until the

growth stabilizes. Their ability to cash flow is crucial for the long term financial stability of the districts.

4. The county's General Fund, fund balance declined by \$1,153,414 during the current year. The county should review all budget items to avoid a further reduction during the current fiscal year.
5. The budgeting of transfers between funds should be balanced in each individual fund before entering into the general ledger.
6. All county departments that handle cash should be monitored at least once a year as part of the county's Finance Department's role.

Our firm is available to meet with you at anytime to discuss any item in the audit report. Our firm continues to be impressed with the quality of work performed by the Administrative staff of the County.

This report is intended for the information of Management and the Governing Body. However, this is also a matter of public record, and its distribution is not limited

/s/ Thompson, Price, Scott Adams and Company, P.A.  
November 29, 2004

Commissioner Norris made a motion to accept the 2003-2004 Columbus County Audit Presentation (Financial Statements, June 30, 2004), seconded by Commissioner Prevatte. The motion so carried.

**Agenda Item #5: APPOINTMENT to WHITEVILLE DOWNTOWN DEVELOPMENT COMMISSION:**

Gil Beresoff, Director of the Whiteville Downtown Development Commission, requested Board approval for the appointment of Commissioner Bill Memory to the Board of Directors of this Commission.

Commissioner Norris made a motion to appoint Commissioner Bill Memory to the Whiteville Downtown Development Commission Board of Directors, seconded by Commissioner Godwin. The motion so carried.

**Agenda Item #6: PARKS and RECREATION - APPROVAL and ACCEPTANCE of GRANT MONEY and PLAYGROUND EQUIPMENT:**

Carol Worrell, Parks and Recreation Director, requested Board approval for the acceptance of the 2005 Communities Grant money in the amount of two thousand five hundred and 00/100 (\$2,500.00) dollars, which will be awarded in March, and playground equipment being donated by Riegelwood BB&T valued at five hundred and 00/100 (\$500.00) dollars.

Commissioner Memory made a motion to approve and accept the 2005 Communities Grant money in the amount of two thousand five hundred and 00/100 (\$2,500.00) dollars, which will be awarded in March, and playground equipment being donated by Riegelwood BB&T valued at five hundred and 00/100 (\$500.00) dollars, seconded by Commissioner Prevatte. The motion so carried.

**Agenda Item #7: EMERGENCY SERVICES - APPROVAL and ACCEPTANCE of GRANT:**

Ronnie Hayes, Emergency Services Director, requested Board approval of an Emergency Management Planning Grant from the North Carolina Department of Crime Control and Public Safety, in the amount of nineteen thousand seven hundred six and 44/100 (\$19,706.44) dollars, and the approval of the Budget Amendment for such.

Mr. Hayes stated this grant money would be utilized for the purpose of purchasing needed equipment.

Commissioner Dutton made a motion to approve the Emergency Management Planning Grant from the North Carolina Department of Crime Control and Public Safety, in the amount of

nineteen thousand seven hundred six and 44/100 (\$19,706.44) dollars, and the approval of the Budget Amendment for such, seconded by Vice Chairman Godwin. The motion so carried.

**Agenda Item #8: PURCHASING - REQUEST for PUBLIC HEARING:**

Stuart Carroll, Purchasing Director, requested the Board to establish a Public Hearing date, time and location for the purpose of adopting a Minority Outreach Plan and Verifiable Goal.

Mr. Carroll stated this is a legal requirement of the County in the bidding process of contracts.

Commissioner Norris made a motion to establish the Public Hearing date to be Tuesday, January 18, 2005, at 7:00 P.M., in the Commissioners' Chambers, in the Dempsey B. Herring Courthouse Annex, located at 112 West Smith Street, Whiteville, North Carolina, seconded by Commissioner McKenzie. The motion so carried.

**Agenda Item #9: PURCHASING - DECLARATION of SURPLUS PROPERTY and DONATION:**

Stuart Carroll, Purchasing Director, requested the Board to declare old cell phones from a previous vendor as surplus property, and authorization of their disposal by the donation of these cell phones to Families First.

Mr. Carroll stated Columbus County had changed carriers and the previous vendor had informed him they did not desire the cell phones to be returned because they were of no value to them.

Commissioner Prevatte made a motion to declare the old cell phones from the previous vendor as surplus property and to authorize the disposal of such by the donation of the cell phones to Families First, seconded by Commissioner Memory. The motion so carried.

**Agenda Item #10: PURCHASING - APPROVAL and ADOPTION of the PURCHASING and CONTRACTING POLICIES and PROCEDURES MANUAL:**

Stuart Carroll, Purchasing Director, requested Board approval and adoption of the Purchasing and Contracting Policies and Procedures Manual. A copy of this manual will be kept on file in the Office of the Clerk to the Board and in the Purchasing Department for review.

Commissioner McKenzie made a motion to approve and adopt the Purchasing and Contracting Policies and Procedures Manual, seconded by Commissioner Norris. The motion so carried.

**Agenda Item #11: ADMINISTRATION - APPROVAL of INTERLOCAL AGREEMENTS for BUILDING and FIRE INSPECTIONS and AMENDMENTS to EXISTING AGREEMENTS:**

Darren Currie, Assistant County Manager, requested Board approval of Interlocal Agreements for Building and Fire Inspections for the Towns of Tabor City, Brunswick, Fair Bluff and Cerro Gordo as follows.

**TOWN OF TABOR CITY:**

**INTERLOCAL AGREEMENT  
FOR ENFORCEMENT OF BUILDING AND FIRE CODES**

This Agreement made and entered into this 1<sup>st</sup> day of January 2005, by and between the **Town of Tabor City** 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 January 1, 2005 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 (when 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.
    - f. contact the county, as necessary, for applicable fire inspections
  - B. County. The County agrees to:
    - a. provide all applicable inspections regarding electrical inspections in accordance with the North Carolina Building Codes;
    - b. issue all electrical permits under this ordinance;
    - c. perform site inspections as necessary;
    - d. collect and deposit into the county’s bank account all fees associated with electrical inspections.
    - e. provide fire inspections upon request.
- 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/ SAMMIE JACOBS, CHAIRMAN

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

TOWN OF TABOR CITY

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MARION BAXTER  
MAYOR

ATTEST:  
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CLERK TO BOARD

**TOWN OF BRUNSWICK:****INTERLOCAL AGREEMENT  
FOR ENFORCEMENT OF BUILDING AND FIRE CODES**

This Agreement made and entered into this 1<sup>st</sup> day of January 2005, by and between the **Town of Brunswick** 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 January 1, 2005 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 (when 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. adopt the current County's Fire Prevention and Protection Ordinance and applicable fee schedule;
    - e. collect any applicable zoning permit fees and issue zoning permits in accordance with the town's zoning ordinance;
    - f. 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 regarding electrical inspections in accordance with the North Carolina Building Codes;
    - b. issue all electrical and fire permits under this ordinance;
    - c. perform site inspections as necessary;
    - d. collect and deposit into the county's bank account all fees associated with electrical and fire inspections.
    - e. provide all fire inspections
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/ SAMMIE JACOBS, CHAIRMAN

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

TOWN OF BRUNSWICK

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RUDY WILLIAMS, MAYOR

ATTEST:

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CLERK TO BOARD

**TOWN OF FAIR BLUFF:**

**INTERLOCAL AGREEMENT  
FOR ENFORCEMENT OF BUILDING AND FIRE CODES**

This Agreement made and entered into this 1<sup>st</sup> day of January 2005, by and between the **Town of Fair Bluff** 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 January 1, 2005 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 (when 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. adopt the current County's Fire Prevention and Protection Ordinance and applicable fee schedule;
    - e. collect any applicable zoning permit fees and issue zoning permits in accordance with the town's zoning ordinance;
    - f. 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 regarding electrical inspections in accordance with the North Carolina Building Codes;
    - b. issue all electrical and fire permits under this ordinance;
    - c. perform site inspections as necessary;
    - d. collect and deposit into the county's bank account all fees associated with electrical and fire inspections.
    - e. provide all fire inspections

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/ SAMMIE JACOBS, CHAIRMAN

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

TOWN OF FAIR BLUFF

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J.B. EVANS, MAYOR

ATTEST:

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CLERK TO BOARD

**TOWN OF CERRO GORDO:**

**INTERLOCAL AGREEMENT  
FOR ENFORCEMENT OF BUILDING AND FIRE CODES**

This Agreement made and entered into this 1<sup>st</sup> day of January 2005, by and between the **Town of Cerro Gordo** 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 January 1, 2005 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 (when necessary) that said plans are in accordance with Municipal regulations, plans, and other documentation needed for review under applicable zoning codes;
    - c. adopt the current County's Fire Prevention and Protection Ordinance and applicable 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 fire inspections
  - b. perform site inspections as necessary;
  - c. collect and deposit into the county's bank account all fees associated with electrical and fire inspections;
  - d. provide the Town a copy of all inspections as requested.
- 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/ SAMMIE JACOBS, CHAIRMAN

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

TOWN OF CERRO GORDO  
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LEON MERRITT, MAYOR

ATTEST:  
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CLERK TO BOARD

**TOWN OF LAKE WACCAMAW (AMENDED):**

**INTERLOCAL AGREEMENT  
FOR ENFORCEMENT OF BUILDING CODES**

This Agreement made and entered into this 1<sup>st</sup> 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.
- 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, piers, plumbing, HVAC, and electrical in accordance with the North Carolina Building Codes;
  - b. provide applicable fire inspections upon request;
  - c. issue all permits under this ordinance;
  - d. perform site inspections as necessary;
  - e. collect and deposit into the county's bank account all fees associated with building inspections.
  - f. 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/ SAMMIE JACOBS, CHAIRMAN

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

**TOWN OF LAKE WACCAMAW**  
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 BOLING McNEIL, MAYOR

**ATTEST:**  
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 CLERK TO BOARD

**TOWN OF CHADBOURN (AMENDED):**

**INTERLOCAL AGREEMENT  
 FOR ENFORCEMENT OF BUILDING INSPECTIONS**

This Agreement made and entered into this 1<sup>st</sup> 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. adopt the current County’s Fire Prevention and Protection Ordinance and applicable fee schedule;
- e. collect any applicable zoning permit fees and issue zoning permits in accordance with the town’s zoning ordinance;
- f. 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, electrical, and fire 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 and fire 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/ **SAMMIE JACOBS, CHAIRMAN**

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

**TOWN OF CHADBOURN**

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**LEO MERCER, MAYOR**

**ATTEST:**

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**CLERK TO BOARD**

Commissioner Dutton made a motion to approve the Interlocal Agreements for Building and Fire Inspections for the Towns of Tabor City, Brunswick, Fair Bluff and Cerro Gordo, and the amended Interlocal Agreements for the Towns of Lake Waccamaw and Cerro Gordo, seconded by commissioner Norris. The motion so carried.

**Agenda Item #12: ADMINISTRATION - APPROVAL of CONTRACT for PURCHASE of INSPECTIONS SOFTWARE PACKAGE:**

Darren Currie, Assistant County Manager, requested Board approval of a Permits and Inspections Implementation Agreement, with an accompanying Appendix A, for the purchase of an Inspections Software Package as follows, and approval of a Budget Amendment for such.

**PERMITS & INSPECTIONS  
IMPLEMENTATION AGREEMENT**

This agreement (“**Agreement**”), is entered into this 3rd day of January, 2005 (the “**Effective Date**”), by and between Intelligent Information Systems, a North Carolina corporation with a mailing address of 2810 Meridian Parkway, Suite 160, Durham, North Carolina 27713 (“**IIS**”) and Columbus County, a North Carolina city, county or other local governmental entity (“**Customer**”).

In consideration of the services to be provided by IIS, the payments to be made by Customer, and the other promises set forth below, the parties agree as follows:

1. Services.

1.1 General Description. Subject to the terms of this Agreement, IIS agrees to provide certain services (“**Services**”) on a time and materials basis to assist customer with implementing the Permits and Inspections system, hereafter referred to as the “**Software**”, licensed to Customer by the North Carolina Association of County Commissioners or by IIS pursuant to a separate license agreement (the “**End-User Software License**”). Such Services are as described in the attached Statement of Work (Appendix A), but are subject to change upon the agreement of the parties.

1.2 Performance of Services. IIS shall perform the Services in accordance with the terms and conditions set forth in the Statement of Work. Subject to the terms of this Agreement: (a) IIS has the sole and exclusive right to control and direct the manner and means by which IIS renders the Services, provided that such manner and means meet the requirements and deliverables set forth in the Statement of Work; and (b) IIS may perform the duties at any time or pursuant to any schedule, provided that such performance meets any schedules agreed to by the parties and set forth in a written Project Plan.

2. Customer Obligations.

2.1. Authorized Representative. Prior to commencement of Services, Customer shall designate the Customer’s authorized representative (“**Authorized Representative**”) for all interactions with IIS related to the Services. Such individual shall have responsibility and authority to:

- Secure necessary customer resources
- Approve deliverables
- Approve payment of invoices

2.2 Working Facilities. Customer shall provide office space and access to computer equipment as needed to perform the Services. If performance of Services by IIS reasonably requires access to Customer facilities during non-business hours, Customer shall provide such access. In addition, Customer shall provide access to or use of all data, records, or documents, as are reasonably required for the performance of the Services.

2.3 Customer Staff. In addition to the specific responsibilities listed above, Customer agrees to provide the qualified personnel and any information requested by IIS at the times necessary to complete the Services according to the schedule defined in the Project Plan. Customer acknowledges that failure to provide these resources in a timely manner may result in schedule delays, cost increases, or both. IIS agrees to notify Customer of the impact of any failure on the part of the Customer to execute its responsibilities as early as possible.

2.4 Exclusive Provider. For so long as this Agreement is in effect, IIS shall be the exclusive service provider to Customer with respect to the Software.

3. Acceptance of Services. IIS shall notify Authorized Representative at such time as it has completed and delivered any portion of the Services indicated in the Statement of Work as being subject to acceptance. Unless otherwise set forth in the Statement of Work, Customer shall then have up to 10 calendar days to either accept or reject the completed portion of the Services; provided however, that: (a) Customer must accept the completed Service if it conforms in all material respects with the objective specifications set forth in the Statement of Work; and (b) if Customer fails to notify IIS of its rejection or need for further time within the specified period, the completed Services shall be deemed accepted. Upon receipt of any corrected Services or any portion thereof, Customer shall again undertake the process specified above, and this shall continue until the Services are accepted. If IIS is unable to provide Customer with a correction to any portion of the Services that fails to comply with the Statement of Work, IIS will refund the portion of the Service fees paid with respect to the nonconforming portion of the Services.

#### 4. Ownership.

4.1. Software. Customer acknowledges that any software code delivered by IIS pursuant to this Agreement is owned, and the copyright and trade secrets for such software shall be owned by IIS. IIS is currently negotiating with the North Carolina Association of County Commissioners (NCACC) to attempt to reach an agreement whereby IIS and NCACC would jointly own the Software. If a joint ownership agreement is reached, then the parties will execute any necessary changes to the End-User Software License agreement.

4.2. Training Materials. IIS may prepare or create new training services materials or may customize its existing training materials in the performance of the Services. To the extent that IIS may create such materials, all right, title and interest in and to the materials, including but not limited to the underlying intellectual property rights, shall be owned by IIS.

4.3. Skills. Customer recognizes that IIS may develop certain analytical skills, prepare certain analyses, develop or discover certain trade secrets and acquire certain general knowledge in the course of performing the Services under this Agreement (the "**Intellectual Property**"). Customer agrees that IIS is the owner of this Intellectual Property, including without limitation each and every invention, creation, discovery, improvement, design, or process made or discovered by IIS employees or subcontractors while working for Customer under this Agreement. IIS may use or disclose the Intellectual Property on behalf of or to any party, at the sole discretion of IIS, without any liability to Customer, provided such use or disclosure does not violate the confidentiality requirements of Paragraph 8 of this Agreement. Customer further agrees that it has no right to use or disclose this Intellectual Property, except to the extent that it is part of the reports, documents, training materials and memoranda prepared by IIS pursuant to this Agreement or otherwise specifically permitted pursuant to this Agreement or as authorized in writing by IIS.

#### 5. Compensation.

5.1. Fees. All fees for the Software and Services shall be as set forth in Appendix A. IIS may change its standard rates from those specified in Appendix A at any time after six (6) months from the effective date of this Agreement, provided that IIS give at least thirty (30) days prior notice to Customer and provided further that IIS may not increase its rates by more than ten percent (10%) in any rolling twelve month period. IIS shall bill for travel time at the same rate as work time.

5.2. Expenses. Customer shall reimburse IIS for all reasonable travel and out-of-pocket expenses incurred in connection with the provision of Services. Any such expenses shall be billed in accordance with the standard practices and procedures of IIS that are in effect at the time the expenses are incurred.

5.3. Billing and Payment. IIS will submit invoices to Customer on a monthly basis. Payments are due to IIS within fifteen (15) days after receipt of an invoice. If payment is not made within thirty (30) days, Customer agrees to pay interest on all unpaid amounts at the rate of one and one-half percent (1.5%) per month, or part thereof, calculated from the original invoice date. IIS may suspend all Services, without prior notice, at any time that payments for charges are late, and IIS shall have no liability related to such suspension.

#### 6. Term and Termination of Agreement.

6.1. Term. The term of this Agreement shall begin on the Effective Date, and shall continue until all services are provided, unless terminated earlier as provided below.

6.2. Termination for Cause. If either Party materially defaults in the performance of any of its duties or obligations under this Agreement (except for a default in payments to IIS), which default is not substantially cured within thirty (30) days after written notice is given to the defaulting Party specifying the default, or, with respect to those defaults which are capable of being cured within a reasonable period of time but which cannot reasonably be cured within thirty (30) days, if the defaulting Party fails to proceed within thirty (30) days to commence curing said default and to proceed with all due diligence substantially to cure the default, then the Party not in default may, by giving written notice of termination to the defaulting Party, terminate this Agreement.

6.3. Termination for Nonpayment. If Customer defaults in the payment when due of any amount due to IIS and does not, within ten (10) working days of being given written notice, cure such default, then IIS may, by giving written notice to Customer, terminate this Agreement.

6.4 Termination for Other Reasons. Customer may terminate this Agreement upon thirty (30) days prior written notice for a lack of available funding, provided that such lack is a result of the appropriate funding entity having failed to provide the additional funding currently anticipated by Customer during new fiscal years. Such termination shall not relieve Customer of its obligations to pay for all work done up to the effective date of the termination.

6.5 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, IIS shall be paid for all Services performed and expenses incurred or obligated prior to the effective date of termination, including without limitation for all Services actually performed, all Services terminated without adequate notice, and all expenses incurred and not previously invoiced. Termination of this Agreement shall result in cancellation of all then-scheduled Services, as well as termination of all Services that may then be underway. Any provision of this Agreement, which by its terms imposes continuing obligations on the parties, shall survive the expiration or termination of this Agreement, including without limitation Paragraphs 4, 5.3, 6.5, 7.2, 8, 9, and 15.

## 7. Confidential Information.

7.1 Definition. IIS recognizes that during the term of this Agreement it may receive information from Customer that may be confidential. Information shall be considered confidential if it is provided electronically or in writing and is clearly marked as "**Confidential**". It is understood, however, that no information shall be considered confidential, regardless of its having been marked as such, if: (a) it was in the public domain at the time of Customer's disclosure to IIS; or (b) it entered the public domain through no fault of IIS; or © it was in IIS' possession free of any obligation of confidence at the time of Customer's disclosure to IIS; or (d) it was rightfully communicated by a third party to IIS free of any obligation of confidence subsequent to the time of Customer's disclosure to IIS; or (e) it is communicated by Customer to a third party free of any obligation of confidence; or (f) it is developed by employees or agents of IIS independently of and without reference to any of Customer's Confidential Information.

7.2 Restrictions on Use. With respect to any information delivered and marked as Confidential, IIS agrees that: (a) it shall accord to such Confidential Information at least the same level of protection against unauthorized use or disclosure that it customarily accords its own Confidential Information; (b) use or permit use of the Confidential Information solely and exclusively in carrying out its obligations under this Agreement; provided however such information may be disclosed pursuant to a court order; and © return or destroy all copies of the Confidential Information upon Customer's request.

## 8. Warranty.

8.1 Warranty by IIS. IIS warrants that as to each deliverable hereunder as of the time of its acceptance: (a) it does not infringe any copyright; (b) it does not include any misappropriated trade secret; and © it does not, to the actual knowledge of IIS, infringe any patent. EXCEPT AS PROVIDED IN THIS PARAGRAPH 9.1, IIS MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, THE SERVICES, DELIVERABLES, REPORTS, ANALYSES, DOCUMENTS, MEMORANDA, SOFTWARE, ON-LINE WORKS OR OTHER MATTERS PRODUCED OR PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY WARRANTY PROVIDED HEREUNDER APPLY TO THE FUNCTIONALITY OF THE SOFTWARE. ALL WARRANTIES RELATED TO THE SOFTWARE SHALL BE AS SET FORTH IN THE END-USER LICENSE. The stated express warranties are in lieu of all obligations or liabilities on the part of IIS arising out of or in connection with the performance of this Agreement.

8.2 Warranty by Customer. Customer warrants that it owns all right, title, and interest in and all data and information, and any specifications, design requirements, or other information furnished by Customer to IIS in connection with IIS' performance of the Services, or to the extent that Customer does not have such ownership rights Customer warrants it shall have obtained all rights required for IIS to make use of the data and information, prior to providing such other data and information to IIS.

9. Limitations of Liability. Customer acknowledges that it is responsible for the successful application, operation and management of the Software, including implementation of appropriate systems procedures and safeguards. Customer further acknowledges that it is solely responsible for

the results produced by the Software as they pertain to the Customer's business and requirements, and is solely responsible for hiring and training appropriate personnel to operate the Software. Customer agrees that regardless of the form of any claim, CUSTOMER'S SOLE REMEDY AND IIS'S SOLE OBLIGATION WITH RESPECT TO ANY CLAIMS MADE RELATED TO OR ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY THIS AGREEMENT, AND IN ALL CASES CUSTOMER'S REMEDIES SHALL BE LIMITED SPECIFICALLY TO, AT IIS'S OPTION, CORRECTION OF THE SERVICES OR REIMBURSEMENT OF PAYMENTS MADE FOR THAT PORTION OF THE SERVICES OR DELIVERABLES IN DISPUTE. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL IIS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE PERFORMANCE OF THIS AGREEMENT ON BEHALF OF IIS, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF IIS HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION DAMAGES FROM INTERRUPTION OF BUSINESS, LOSS OF INCOME OR OPPORTUNITIES, LOSS OF USE OF SOFTWARE, LOSS OF DATA, COST OF RECREATING DATA OR COST OF CAPITAL.

10. Relationship of Parties. It is understood and agreed that each of the parties to this Agreement is an independent contractor, and that neither party is, nor shall it be considered to be an agent or representative of the other for any purpose. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the parties. Nothing shall operate to change or alter the status between the parties except a further agreement in writing between the parties that specifically addresses this issue.

11. Force Majeure. IIS shall not be liable for any failure or delay in performance of any obligation under this Agreement if such failure or delay is caused by circumstances not directly under the control of IIS, including without limitation, failure resulting from acts of God, acts of public authorities, wars and war measures, strikes, fires, delays of suppliers or carriers, or serious illness of key personnel.

12. Waiver. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. All IIS' rights and remedies evidenced hereby are in addition to and cumulative to rights and remedies available to IIS at law or under any other contract.

13. Notice. Any notice made in relation to this Agreement shall be sent by reputable overnight courier or facsimile to the addresses set forth below, or such other address as the intended recipient has previously designated by written notice. The notice by courier service shall be prepaid, and shall be deemed to be given when the courier package is signed for at the delivery address. A facsimile shall be deemed to be received upon completion of transmission, as verified by a printout showing satisfactory transmission, except that should a facsimile be sent on a non-business day, receipt shall be deemed to occur on the next business day. Notice shall be directed to:

If to IIS:	Intelligent Information Systems, Inc. Attn: Sucheta Jain 2810 Meridian Parkway, Suite 160 Durham, North Carolina 27713
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If to Customer:	Columbus County Darren Currie, Assistant County Manager 111 Washington Street Whiteville, NC 28472
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14. Assignment. Customer may not assign this Agreement, and IIS shall have no obligation to render any Services to any entity to which Customer purports to assign it. IIS may not assign this Agreement without the consent of Customer except to an entity that purchases all or substantially all of IIS' equity or assets or into which or with which IIS merges.

15. Governing Law, Adjudication, and Severability. This Agreement is to be governed by, and interpreted in accordance with the laws of the State of North Carolina, exclusive of its conflicts-of-law provisions, or as applicable by the laws of the United States. Customer agrees that any litigation arising out of this Agreement shall have exclusive venue in, and the parties shall

submit themselves to the jurisdiction of, the Federal and State courts of Durham County, North Carolina. If any provision of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which such judgment shall have been rendered, and the invalid or unenforceable provision shall be struck.

16. Amendments; Entire Agreement. This Agreement, including its Appendices A, B, and C embodies the entire agreement between IIS and Customer regarding the subject matter hereof, and may not be amended or modified except in a writing signed by a duly authorized officer or representative of each of the parties hereto. Any attempt to modify the Agreement by a verbal understanding is void and shall have no effect. No terms contained in any specification for services, purchase order or similar document that may be used by Customer to obtain or pay for Services shall modify or add to the terms of this Agreement, even if such document so indicates; Customer agrees that any different or supplemental terms in such documents are void.

Intelligent Information Systems, Inc.

Customer: County of Columbus

By: \_\_\_\_\_

By: /s/ **SAMMIE JACOBS**

Title: \_\_\_\_\_

Title: Chairman, Columbus County Board of Commissioners

Date: \_\_\_\_\_

Date: January 03, 2005

**PERMITS AND INSPECTIONS SYSTEM**  
**STATEMENT OF WORK**  
**(APPENDIX A)**

**Customer: Columbus County, NC**

This Statement of Work describes the services and deliverables to be provided by IIS to Customer. The delivery of these services, hereafter referred to as the “**Project**”, involves the implementation of the Permits and Inspections system (Version 2.1) (“**Software**”) at the Customer’s site. This Statement of Work also sets forth expectations regarding the role that the Customer will perform in providing information and performing certain tasks related to the Project. The Customer understands that failure to perform its responsibilities may result in an increase in costs, schedule, or both.

**Application Functionality**

The functionality of the Software will be as described in the Permits and Inspections Version 2.1 Functionality Document, which is attached and hereby included as Appendix B.

**Services and Deliverables**

The following table lists tasks that will be performed, specifies the responsibilities of IIS and the Customer, and defines the level of effort IIS will dedicate to each task. The amount of hours can be reallocated upon the agreement of the IIS Project Manager and Customer’s Authorized Representative.

<b>Task</b>	<b>Description</b>	<b>Responsible</b>	<b>IIS Level of Effort (hours)</b>
Project Management	IIS will manage the project to ensure that all project tasks are completed in accordance with the project plan.	IIS	25
	Customer will assign a single point of contact to serve as project manager/coordinator for all Customer activities and resources.	Customer	
Infrastructure Assessment and Deployment	IIS will provide recommendations to the County for the server hardware and database software required to operate the P&I system.	IIS	5
	Customer will acquire and install the server, desktops, and network infrastructure needed to operate the system. Customer will acquire the necessary database licenses and software. Customer will install the SQL Server database environment.	Customer	

Task	Description	Responsible	IIS Level of Effort (hours)
Data Mapping and Migration	IIS and the County will work together to map and migrate property owner, address, and permit data from the legacy systems into P&I.  The Customer will be responsible for correcting any missing or invalid data.	IIS  Customer	20
Customization and Application Interfaces	No application customizations are planned as part of this implementation. However, IIS will implement the County's custom fee schedule.  IIS will also develop an interface to periodically receive information from the following systems: <ul style="list-style-type: none"> <li>▪ Street Manager – street addresses</li> <li>▪ Tax/GIS – PIN #, Property #, and owner information</li> </ul>	IIS	50
Product Deployment and Acceptance Test	Customer will acquire and install the SQL Server database. Customer will provide IIS with remote network access to the server for Software installation. Customer will create user accounts, define roles, and assign access rights. The Customer will be responsible for testing and verifying the successful operation of the system.  IIS will collect the Customer's specific codes, text for forms and letters, and fee schedules. IIS will configure, deploy, and test the application software on the County's server. IIS will assist the County during Customer Acceptance Testing.	Customer  IIS	30
Training	IIS will provide one week of end-user training at the customer's site. IIS and customer will mutually agree on the training date. In addition, we will provide computer-based video training for the major functions of the system.	IIS	40
Post-Implementation Support	IIS will provide on-site support following the production cutover for approximately 1 week. IIS will provide subsequent support via phone and e-mail for a total of 1 month after the Software is moved into production.  Maintenance and support services following the 30-day post-implementation support period will be offered in a separate agreement.	IIS	60

**Total: 230**

**Fees and Payment Terms**

The Customer's shared development fee for the Software is a fixed fee of \$35,000, payable as follows:

- \$20,000 upon execution of this Agreement
- \$15,000 upon availability of the system for production use

The 230 hours described above will be billed at the rates defined in the Fee Schedule below. Based on these rates and the effort involved, the cost for implementation services is estimated to be \$15,000.

Expenses will be billed as described in the Implementation Agreement, paragraph 5.2, and are not expected to exceed \$700.

The total fee for shared development, implementation services, and expenses is not expected to exceed \$50,700. IIS shall not incur any effort that would cause the cost to exceed this amount without the written approval of the Customer's Authorized Representative.

**Fee Schedule**

IIS' services will be billed at the following labor rates.

<u>Category</u>	<u>Hourly Rate</u>
Project Manager	\$105.00
Sr. Developer/Implementation Specialist	\$85.00
Programmer/Analyst	\$65.00
IIS India Team Member (for work done in India)	\$40.00
(IIS India staff working in the US will be billed at the above applicable rates.)	



### Project Schedule

The following is a high-level schedule for implementing the Software.

Milestone	Planned Completion Date <sup>1</sup>
Project initiation, data mapping and migration	November 2004
Product deployment	December 2004
Training and customer acceptance	January 2005

1. IIS and Customer understand that the project schedule may change. IIS and Customer may agree to alter the implementation date based on the successful completion of each milestone and the Customer's business needs.

### Approval

Intelligent Information Systems, Inc.

Customer: Columbus County

By: \_\_\_\_\_

By: /s/ SAMMIE JACOBS

Title: \_\_\_\_\_

Title: Chairman, Columbus County Board of Commissioners

Date: \_\_\_\_\_

Date: January 03, 2005

Mr. Currie stated Columbus County had previously retained another company to do this task and due to many factors they were unable to complete the task. The cost incurred in their attempt was twelve thousand five hundred and 00/100 (\$12,500.00) dollars of which Columbus County will be reimbursed for this amount.

This software package will inform all the relative departments of what stage the request for inspections is presently at, speed the process up, and eliminate the possibility of requests being misplaced.

Commissioner Prevatte asked Mr. Currie if this software package will ensure that employees will do a better job. Mr. Currie replied stating the program would make sure nothing falls through the cracks.

Commissioner Prevatte asked Mr. Currie if there was any way to simplify the Inspections process. Mr. Currie replied stating there may be a review process at some point in time to monitor the process.

Vice Chairman Godwin made a motion to approve the Permits and Inspections Implementation Agreement, with accompanying Appendix A, and the Budget Amendment for such, seconded by Commissioner McKenzie. The motion so carried.

### **RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER and SEWER DISTRICT II BOARD MEETING:**

At 8:17 P.M., Commissioner McKenzie made a motion to recess Regular Session and enter into a Columbus County Water and Sewer District II Board Meeting, seconded by Commissioner Norris. The motion so carried.

This information will be recorded in Minute Book 1 for the Columbus County Water and Sewer District II Board.

### **ADJOURN COLUMBUS COUNTY WATER and SEWER DISTRICT II BOARD MEETING and resume REGULAR SESSION:**

At 8:19 P.M., Commissioner Norris made a motion to adjourn Columbus County Water and Sewer District II Board Meeting and resume Regular Session, seconded by Commissioner Memory. The motion so carried.

**Agenda Item #14: HEALTH - DEPARTMENTAL UPDATE:**

Marian Duncan, Columbus County Health Director, delivered the following Departmental Update relative to the activities within the Health Department.

1. Public Health began in Columbus County in 1911 with one (1) part-time physician. Later a full-time secretary was added. Since that time the department has grown into the largest county department with a staff of seventy-seven (77) salaried full time, eight (8) salaried part time and forty-two (42) contract employees. The staff is comprised of a Health Director, Nursing Director/Assistant Health Director, Physicians, Dentists, Dental Assistants, Nurse Practitioners, Nurses, Dietitians, Environmental Specialist, Speech Therapist, Laboratory Technicians, Health Educator, Management Support Personnel and Translators.
2. The Department is divided by services provided into the following:
 

Infant and Child Health	School Health	Immunization
Orthopedics	Child Service Coordination	Neonatal Clinic
Dental Varnishing	Developmental Evaluation	Women, Infant &
Maternal Health	Family Planning	Children
General Administration	Adult Health	Screening Physicals
Communicable Disease	Infectious Disease Clinic	Travel Clinic
Screening and Treatment of STD	Home Health	Laboratory Services
Birth and Death Registration	Health Education	Dental Health
Environmental Health Services	Management Support	Bioterrorism
Health Check/Health Choice	Bookkeeping/Billing	Health Promotion
3. The Management Team is comprised of supervisors from these areas.
4. The budget fluctuates between eight (8) and ten (10) million dollars (with funding changes all year). This figure does not include WIC vouchers cashed at local grocery stores. The department is supported as follows:
 

Revenues:	Local 14%	State 12%	Federal (WIC) 4%
	Third Party Payers and Individual Reimbursement 70%		
5. For the past three (3) or four (4) years, funding reverting back to the county at the end of the budget year has reduced county revenue of 0% with more going into the county than received.
6. The Health Department is housed in a county-owned building at 304 Jefferson Street in Whiteville, North Carolina. The Health Department is now totally renovated as of September 30, 2004. This has been accomplished over the past six (6) years with funding earned by the Health Department. No federal, state or local funds were required to accomplish this.
7. As of December 31, 2004, all budgets in the Health Department have adequate funds for the year and will carry over June 30, 2005 unless unforeseen problems arise.
8. For the past forty (40) years, the Health Department has never operated in the red.
9. Full-time Health Directors are as follows:
 

<u>YEAR</u>	<u>NAME</u>
1921 - 1961	Dr. Floyd Johnson
1961 - 1982	Dr. John R. Black
01-1983 - 12-1983	Steve Smith, M.P.H.
02-1984	Marian W. Duncan (Acting Director/ Assistant Health Director)
06-1984 - 07-1987	Dr. Robert Holbrook, MD, M.S.P.H.
08-1997 - Present	Marian W. Duncan, M.S.A.

Commissioner Memory asked Ms. Duncan what the effect of the influx of Hispanics was. Ms. Duncan replied stating the influx was depleting their funds rapidly and we have seen a dramatic increase in communicable diseases.

Chairman Jacobs asked Ms. Duncan if she had been able to locate any grants to handle this influx of Hispanics. Ms. Duncan replied she had been able to locate a few grants, but most of the grants available are heavily concentrated on bioterrorism fighting equipment of which we have applied for and received masks from these grants which are very expensive. Ronnie Hayes, Emergency Services Director, and I are working very hard together to acquire as much of this bioterrorism equipment as we can due to the expense.

Commissioner McKenzie asked Ms. Duncan how many masks did she have now. Ronnie Hayes replied stating they had acquired four (4) and had applied for a grant for eight (8) more.

**Agenda Item #15: ADMINISTRATION - SHELL BUILDING DISCUSSION:**

Billy Joe Farmer, County Manager, requested the Board's discussion relative to the options for the Shell Building located in the Southeastern Industrial Park.

Commissioner Godwin stated he had been discussing this with Dr. Matlock, President of Southeastern Community College, and Beverlee Nance and they have determined the best way to handle this matter will be in a workshop session.

After discussion was conducted among the Board members, it was the general consensus of the Board to conduct the workshop on January 24, 2005 or January 25, 2005 (Monday or Tuesday). Contact will be made with Dr. Matlock and Ms. Nance to see which day would fit into their schedules and then the workshop date would be set.

**Agenda Item #16: AGING - APPOINTMENT to the COLUMBUS COUNTY DEPARTMENT OF AGING ADVISORY COUNCIL:**

Ed Worley, Aging Director, requested the appointment of Maxie Watts, 111 Brown Street, Tabor City, North Carolina 28463, to the Columbus County Department of Aging Advisory Council, to replace Elbert Long who has resigned.

Commissioner Norris made a motion to appoint Maxie Watts to the Columbus County Department of Aging Advisory Council to replace Elbert Long, who has resigned, with term expiring June 30, 2007, seconded by Commissioner McKenzie. The motion so carried.

**Agenda Item #17: APPOINTMENT - JUVENILE CRIME PREVENTION COUNCIL:**

Commissioner David L. Dutton, Jr., appointed Jenny Croft, 744 Mrs. Tates Road, Whiteville, North Carolina 28472, Telephone: (910) 640-1039 (W) and (910) 642-4825 (H), to the Juvenile Crime Prevention Council, to fill the unexpired term of Tonya Pait, who has resigned, with term expiring June 30, 2005.

**Agenda Item #18: APPOINTMENTS - COMMITTEE and/or BOARD APPOINTMENTS:**

The following Committee and/or Board appointments/reappointments were made:

**1. E-911 Oversight Committee:**

Commissioner Prevatte (District II) appointed Mike Bartley, 3560 Union Valley Road, Whiteville, North Carolina 28472, Telephone: (910) 640-2182 with term expiring December, 2008.

Commissioner Jacobs (Zone III) reappointed Ervin R. Jacobs, with term expiring December, 2008.

Commissioner Norris (District V) reappointed Jerry Hodges, with term expiring December, 2008.

**2. Nursing/Adult care Home Joint Community Advisory Committee:**

Vice Chairman Godwin made a motion to appoint Camey F. Hayes, 510 Conway Road, Post Office Box 597, Fair Bluff, North Carolina 28439-0597, Telephone: (910) 649-6362, to the Nursing/Adult Care Home Joint Community Advisory Committee to fill the unexpired term of Roger McPherson who has asked to be taken off the committee, with term expiring November 15, 2005, seconded by Commissioner Dutton. The motion so carried.

**3. Columbus County Travel and Tourism Board:**

Commissioner Prevatte appointed Greg Parker, 866 Sikes Road, Whiteville, North Carolina 28472, Telephone: (910) 640-3374, to the Columbus County Travel and Tourism Board, with term expiring December, 2008.

**AGENDA ADD-ON:**

**APPOINTMENT - SOUTHEASTERN REGIONAL MENTAL HEALTH, DEVELOPMENTAL DISABILITIES and SUBSTANCE ABUSE AUTHORITY:**

Commissioner McKenzie made a motion to appoint Vice Chairman Kipling Godwin to the Southeastern Regional Mental Health, Developmental Disabilities and Substance Abuse Authority for a term length, with term expiring December, 2006, seconded by Commissioner Norris. The motion so carried.

**Agenda Item #19: CONSENT AGENDA ITEMS:**

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

**A. Budget Amendments:**

<b>TYPE</b>	<b>ACCOUNT</b>	<b>DETAILS</b>	<b>AMOUNT</b>
<b>Expenditure</b>	10-535-3304	EM Planning Grant	\$19,706
<b>Revenue</b>	10-348-0006	EM Planning Grant	\$19,706
<b>Expenditure</b>	10-461-4500	Contracted Services	(\$10,000)
	10-540-0200	Salaries	(\$24,500)
	10-540-0600	Insurance	(\$3,600)
	10-465-0600	Insurance	(\$5,000)
	10-465-4500	Contracted Services	(\$1,350)
	10-540-7400	Capital Outlay	\$44,450
<b>Expenditure</b>	10-610-1600	Maintenance & Repair (Equipment)	\$12,000
	10-610-2100	Rent - Equipment	(\$12,000)
<b>Expenditure</b>	10-610-6035	Participant Assistance	(\$1,814)
	10-610-6030	Work Related Expenses	\$1,814
<b>Expenditure</b>	10-610-6070	Crisis Intervention	\$51,518
	10-610-6065	CP&L	(\$23,276)
	10-611-0100	Daycare Smart-Start	\$86,105
	10-611-0201	Child Day Care - State	(\$45,119)
<b>Revenue</b>	10-348-1621	Crisis Intervention	\$51,518
	10-348-1660	CP&L	(\$23,276)
	10-348-2130	Day Care	\$86,105
	10-348-2130	Day Care	(\$45,119)
<b>Expenditure</b>	54-510-7400	Capital Outlay (DEA-Federal Fund)	\$16,300
<b>Revenue</b>	54-399-0000	Fund Balance Appropriated	\$16,300
<b>Expenditure</b>	10-427-7400	Capital Outlay	\$7,112
<b>Revenue</b>	10-336-0100	Sale of Timber	\$7,112
<b>Expenditure</b>	10-427-4500	Contracted Services	\$1,104
	10-427-7400	Capital Outlay	\$14,654
<b>Revenue</b>	10-336-0100	Sale of Timer	\$15,768

**B. Tax Refunds and Releases:**

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

**Agenda Item #20: COMMENTS:**

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

**A. Public:**

1. **Sammy Hinson:** I has planned to address the Board regarding tax relief for Columbus County Water and Sewer District II, but I think I have already heard the answer during the meeting held for this district earlier tonight.
2. **Robert Adams:** I would like to personally deliver my thanks to the Board of County Commissioners for approving and adopting the Proclamation recognizing our Armed Forces and especially at this time of year. A copy has been forwarded to the Army, National Guard, Marines and other divisions of the Armed Forces and they would all like to send their thanks.

At this time, Chairman Jacobs recognized the Department Heads who were in attendance at this meeting and asked if they would like to make any comments. The following Department Heads spoke.

1. **Sheriff Chris Batten:** stated the following:
  - A. I would like for any of the County Commissioners who are not receiving their Board Packets in a timely manner to please let me know; **and**
  - B. The Noise Ordinance that Columbus County has on record has been ruled unconstitutional by a Judge. There is a need for an amended Noise Ordinance or a replacement Noise Ordinance to be done because we are receiving numerous calls related to excessive noise in Columbus County.
2. **Jackie Roseboro:** I would like to remind each of the Board members about the Cooperative Extension Annul Dinner and Meeting we have scheduled for January 18, 2005, at 5:30 P.M., at the Cooperative Extension Building.
3. **Richard Gore:** The revaluation notices have been mailed out.

Vice Chairman Godwin asked Mr. Gore when the second notices for the property revaluation would go out. Mr. Gore replied stating they would be mailed in March, 2005.

4. **Leroy Sellers:** Today is the deadline for the one hundred and 00/100 (\$100.00) dollars tap-on fee for Water Districts II and III.

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

At 8:51 P.M., Commissioner McKenzie made a motion to recess Regular Session and enter into a Columbus County Water and Sewer District II Meeting.

This information will be recorded in Minute Book I of the Columbus County Water and Sewer District II Board.

**ADJOURN COLUMBUS COUNTY WATER and SEWER DISTRICT II BOARD MEETING and enter into COLUMBUS COUNTY WATER and SEWER DISTRICT III BOARD MEETING:**

At 8:53 P.M., Commissioner McKenzie made a motion to adjourn Columbus County Water and Sewer District II Board Meeting and enter into a Columbus County Water and Sewer District III Board Meeting, seconded by Commissioner Prevatte. The motion so carried.

This information will be recorded in Minute Book 1 of the Columbus County Water and Sewer District III Board.

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

At 8:55 P.M., Commissioner McKenzie made a motion to adjourn Columbus County Water and Sewer District III Board Meeting and resume Regular Session, seconded by Commissioner Prevatte. The motion so carried.

### **B. Board of Commissioners:**

**Commissioner Prevatte:** I would like to know if the extensions that are being constructed from Columbus County Water and Sewer District III will be sized down or is the pipe large enough to accommodate fire hydrants for the necessary fire departments. Billy Joe Farmer, County Manager, replied stating the fire hydrants being installed are for filler tank purposes only and the fire departments would not be able to pump directly from them.

### **RECESS REGULAR SESSION and enter into CLOSED SESSION:**

#### **Agenda Item #21: CLOSED SESSION in ACCORDANCE with N.C.G.S. §143-318.11 (3):**

At 9:03 P.M., Vice Chairman Godwin made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S. §143-318.11 (3), seconded by Commissioner Dutton. The motion so carried.

No official action was taken.

### **ADJOURN CLOSED SESSION and resume REGULAR SESSION:**

At 10:00 P.M., Commissioner Memory made a motion to adjourn Closed Session and resume Regular Session, seconded by Commissioner Dutton. The motion so carried.

### **OTHER:**

#### **Relocation of New State Prison from Columbus County Water and Sewer District I to Columbus County Water and Sewer District V:**

Commissioner Norris made a motion to relocate the new State Prison being situated in the Tabor City area from Columbus County Water and Sewer District I to Columbus County Water and Sewer District V, seconded by Commissioner Memory, for the purpose of placing this item on the table for discussion.

Commissioners Memory and McKenzie asked the question of why this action was needed. Commissioner Norris replied stating this will help place water in the lower end of Columbus County and this can be accomplished through Legislative delegation.

Commissioner McKenzie asked if Columbus County Water and Sewer District II would provide water to the new State Prison.

Commissioner Memory stated the following information he had obtained during his term as Chairman:

1. The new State Prison wants a sixteen (16") inch water main run to the site;
2. The Town of Tabor City can run water to the prison and has already obtained a grant to accommodate this expenditure;
3. The Town of Tabor City will eventually annex this area where the prison is located; **and**
4. This expenditure would be too great for our already heavily indebted water districts.

Commissioner Prevatte made a substitute motion to table this matter until further discovery could be made since this was the first knowledge he had of this, seconded by Commissioner McKenzie.

After in-depth discussion was conducted among the Board members regarding the details

surrounding this matter, a roll call vote was taken with the following results:

**SUBSTITUTE MOTION:**

**AYES:** Vice Chairman Godwin, Commissioners McKenzie, Prevatte  
**NAYS:** Chairman Jacobs, Commissioners Memory, Norris and Dutton

The Substitute Motion failed on a three (3) to four (4) vote.

**ORIGINAL MOTION:**

**AYES:** Chairman Jacobs, Vice Chairman Godwin, Commissioners Memory, Norris and Dutton  
**NAYS:** Commissioners McKenzie and Prevatte

The original motion passed on a five (5) to two (2) vote.

**TAX REFUNDS and RELEASES (see Agenda Item #19.B.:**

***TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office):  
January 03, 2005 Meeting***

***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	Bright, James Allen		Refund user fee that was paid on vacant house. Approved by Solid Waste.	2003	11-0382	3062	\$177.00
		\$0.00	\$0.00				
	5277 Sam Potts Hwy. Hallsboro, NC 28442		Refund the property value and the Columbus Rescue fee that is double listed in the name of Duane Harrelson.	2004	06-1762	9999	\$24.00
Refunds	Harrelson, J.C.	\$23.40	\$3,000.00				
	100 Williams St. Tabor City NC 28463		Refund a portion of the user fee. Customer did not have the trash can for a full year. Approved by Solid Waste.	2003	03-0442	5172	\$147.50
Refunds	McKeithan, Kevin	\$0.00	\$0.00				
	7551 Hallsboro Rd. Whiteville NC 28472		Refund a portion of the property value, a portion of the Hallsboro Fire fee (14.34) and a portion of the Columbus Rescue fee (4.78). Property was transferred in error	2004	11-0294	1370	\$205.51
Refunds	Priest, Richard	\$186.42	\$23,900.0				
	1050 Old Northeast Rd. Hallsboro, NC 28442						

***TAX RELEASES (as submitted to the Governing Body Office from the Tax Office):  
January 03, 2005 Meeting***

***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	Babson, Bobby L.		Release the value of a mobile home, the Acme Delco Fire fee (32.16) and the Columbus Rescue fee (5.36). The property is double listed in the name of Rebecca Grace. Release of user fee approved	2004	15-0114	83986	\$423.56
Property	Hardie, Charles	\$209.04	\$26,800.0				
			Release the value of a mobile home, the Hallsboro Fire fee (3.66) and the Columbus Rescue fee				

					(1.22). The home is double listed in the name of Richard and Linda Priest. Release of user fee approved by Solid Waste.			
Property	Hardwick, Ronnie P.	\$47.58	\$6,100.00	2004	11-1208	99729	\$229.46	
								Release a portion of the property value, a portion of the Williams Fire fee (25.38) and a portion of the Columbus Rescue fee (8.96). The property should be in the Land Use Program.
Property	Hughes, Martha	\$329.94	\$42,300.0	2004	09-0075	99822	\$363.78	
								Release the property value and the Columbus Rescue fee that is double listed in the name of Caines Realty & Appraisals.
Property	Hughes, Martha	\$90.48	\$11,600.0	2004	07-0880	2336	\$92.80	
								Release the property value and the Columbus Rescue fee on property that is double listed in the name of Caines Realty & Appraisals.
Property	Roberts, Charles	\$45.24	\$5,800.00	2004	07-0880	2337	\$46.40	
								Release the value of a mobile home, the Hallsboro Fire fee (1.87) and the Columbus Rescue fee (.62). The property is double listed in the name of Alejo Pena Bravo. Release of user fee approved by Solid Waste.
Property	Sellers, Eva N.	\$24.30	\$3,115.00	2004	11-0470	14942	\$206.47	
								Release a portion of the property value and a portion of the Columbus Rescue fee. Customer failed to receive the Senior Citizens Exemption.
Property	Taylor, Vanessa	\$175.50	\$22,500.0	2004	06-0292	16245	\$180.00	
								Release the value of a single wide home and the Columbus Rescue fee. The home was traded for a double wide and listed. Release of user fee approved by Solid Waste.
Property	Taylor, Vanessa	\$88.61	\$11,360.0	2001	05-0697	16084	\$264.97	
								Release the value of a single wide home, the North Whiteville Fire fee (25.00), the Columbus Rescue fee (1.86) and the W2 District (13.94). The home was traded for a double wide and listed. Release of user fee approved by Solid Waste.
Property	Taylor, Vanessa	\$72.46	\$9,290.00	2004	05-0697	21302	\$297.69	
								Release the value of a single wide home, the North Whiteville Fire fee (25.00) and the Columbus Rescue fee (2.12). The home was traded for a double wide and listed. Release of user fee approved by Solid Waste.
Property	Taylor, Vanessa	\$82.60	\$10,590.0	2002	05-0697	94215	\$295.19	
								Release the value of a single wide home that was traded for a double wide and listed. Release of user fee approved by Solid Waste.
Property	Taylor, Vanessa	\$84.53	\$11,740.0	2000	05-0697	15164	\$217.98	
								Release the value of a single wide home that was traded for a double wide and listed. Release of user fee approved by Solid Waste.
Property	Taylor, Vanessa	\$86.81	\$12,490.0	1999	05-0697	33490	\$195.49	
								Release the value of a single wide home that was traded for a double wide and listed. Release of user fee approved by Solid Waste.
Property	Taylor, Vanessa	\$93.41	\$13,440.0	1998	05-0697	71016	\$202.75	
								Release the value of a single wide home that was traded for a double wide and listed. Release of user fee approved by Solid Waste.
		\$97.58	\$14,040.0	1997	05-0697	65607	\$207.34	



Property	Taylor, Vanessa			Release the value of a single wide home, the North Whiteville Fire fee (25.00) and the Columbus Rescue fee (1.97). The home was traded for a double wide and listed. Release of user fee approved by Solid Waste.				
		\$76.99	\$9,870.00		2003	05-0697	64956	\$288.86
Property	Walter, Sue			Release a portion of the property value for the Town of Boardman. The property was billed with incorrect calculation on land breakdown.				
		\$67.15	\$134,300.		2004	12-2826	33328	\$67.15
Property	Walters, Sue			Release a portion of the property value and a portion of the Columbus Rescue fee. The property was billed with incorrect calculation on land				
		\$1,047.54	\$134,300.		2004	12-2886	23536	\$1,074.
Property	Worley, Roy Dale			Release the property value and the Columbus Rescue fee. The property is double listed in the name of Barrier Limited Partnership.				
		\$17.94	\$2,300.00		2004	07-0473	26863	\$18.40
Property	Wright, Karl			Release the value of a storage building, the Roseland Fire (18.24) and the Columbus Rescue fee (6.08). The property is double listed in the name of Allen F. Garrell.				
		\$237.12	\$30,400.0		2003	09-3608	70761	\$261.44
Property	Wright, Karl			Release the value of a storage building, the Roseland Fire fee (18.24) and the Columbus Rescue fee (6.08). The building is double listed in the name of Allen F. Garrell.				
		\$237.12	\$30,400.0		2004	09-3608	27067	\$261.44
User Fee	Anderson, Dorothy			Release user fee on house that is vacant with no power. Approved by Solid Waste.				
		\$0.00	\$0.00		2004	11-0272	83661	\$177.00
User Fee	Backwoods Grill			Release user fee. Customer using a commercial hauler. Approved by Solid Waste.				
		\$0.00	\$0.00		2004	01-0453	84022	\$177.00
User Fee	Bailey, Barbara			Release user fee on house that is vacant with no power. Approved by Solid Waste.				
		\$0.00	\$0.00		2004	03-0102	84038	\$177.00
User Fee	Bailey, John			Release user fee on house that is vacant. Approved by Solid Waste.				
		\$0.00	\$0.00		2004	03-0047	84056	\$177.00
User Fee	Blackmon, Glenn			Release one of two user fees. One house is vacant. Approved by Solid Waste.				
		\$0.00	\$0.00		2004	03-0553	85896	\$177.00
User Fee	Bright, James A.			Release user fee on vacant house. Approved by Solid Waste.				
		\$0.00	\$0.00		2004	11-0382	86776	\$177.00
User Fee	Byrd, Gwyn			Release the user fee on house that is still under construction. Approved by Solid Waste.				
		\$0.00	\$0.00		2004	08-0264	88607	\$177.00
User Fee	Coleman, Cameron			Release user fee on house that is vacant. Approved by Solid Waste.				
		\$0.00	\$0.00		2004	16-0287	90489	\$177.00
User Fee	Creech, Wayne			Release one of two user fees. One house is vacant. Approve by Solid Waste.				
		\$0.00	\$0.00		2004	01-1818	91491	\$87.00
User Fee	Cribb, Benjamin			Release one of two user fees. Old single wide used for storage. Approved by Solid Waste.				

User Fee	Dennis, Sharon	\$0.00	\$0.00	2004	09-0530	91513	\$177.00	Release one of two user fees. Customer only has one trash can. Approved by Solid Waste.
User Fee	Dew, Larry	\$0.00	\$0.00	2002	01-0463	66006	\$177.00	Release one of two user fees. Customer only has one trash can. Approved by Solid Waste.
User Fee	Floyd, C. Neil	\$0.00	\$0.00	2004	01-0405	92563	\$177.00	Release user fee. Customer using a commercial hauler. Approved by Solid Waste.
User Fee	Ford, Dallas	\$0.00	\$0.00	2004	11-0906	95166	\$177.00	Release user fee. Trash can picked up in 2003. Approved by Solid Waste.
User Fee	Garner, George	\$0.00	\$0.00	2004	16-0458	95354	\$177.00	Release a portion of the user fee. Customer did not have the trash can for a full year. Approved by Solid Waste.
User Fee	Hamilton, Brian	\$0.00	\$0.00	2004	03-0818	96492	\$103.25	Release a portion of the user fee. Customer did not have the trash can for a full year. Approved by Solid Waste.
User Fee	Hargrave, Beulah	\$0.00	\$0.00	2004	13-0211	99401	\$14.75	Release one of two trash cans. Customer only has one trash can. Approved by Solid Waste.
User Fee	Hobbs, Thomas	\$0.00	\$0.00	2003	15-1744	43645	\$177.00	Release user fee. Customer using a commercial hauler. Approved by Solid Waste.
User Fee	Lane, Neal	\$0.00	\$0.00	2004	13-1944	1631	\$177.00	Release a portion of the user fee. Customer did not have the trash can for a full year. Approved by Solid Waste.
User Fee	Malpass, Stephen	\$0.00	\$0.00	2004	15-2288	5059	\$44.25	Release the user fee on mobile home that was repossessed in 2003. Approved by Solid Waste. Release also the late list.
User Fee	Marlowe, Watson	\$0.00	\$0.00	2004	15-2584	7010	\$181.56	Release the user fee on house that is vacant with no power. Approved by Solid Waste.
User Fee	Merritt, Adrian	\$0.00	\$0.00	2004	07-1194	7164	\$177.00	Release one of two user fees. One house is vacant. Approved by Solid Waste.
User Fee	Mitchell, Samuel	\$0.00	\$0.00	2004	12-1888	9156	\$177.00	Release user fee on house that is unlivable with no power. Approved by Solid Waste.
User Fee	Roberts, Charles	\$0.00	\$0.00	2004	04-1174	9691	\$177.00	Release user fee that was prepaid 05-07-04. Approved by Solid Waste.
User Fee	Robinson, Corene	\$0.00	\$0.00	2004	11-0572	14943	\$177.00	Release one of two user fees. One house is vacant. Approved by Solid Waste.
User Fee	Smith, Foster	\$0.00	\$0.00	2004	11-0584	15013	\$177.00	Release user fee on house that is unlivable and has no can. Approved by Solid Waste.
		\$0.00	\$0.00	2004	03-2240	17943	\$177.00	

User Fee	Strickland, Betty	Release half of the user fee. This is a summer home. Approve by Solid Waste.				
			\$0.00	\$0.00	2004 12-0045 20409	\$88.50
User Fee	Turbeville, G.E.	Release one of two user fees. One old house is vacant. Approved by Solid Waste.				
			\$0.00	\$0.00	2004 09-3076 22407	\$177.00
User Fee	Worley, Clarida	Release user fee on house that is vacant with no power. Approved by Solid Waste.				
			\$0.00	\$0.00	2004 09-3468 26786	\$177.00

**Agenda Item #22: ADJOURNMENT:**

At 10:21 P.M., Commissioner Prevatte made a motion to adjourn, seconded by Commissioner Dutton. The motion so carried.

**APPROVED:**

\_\_\_\_\_  
**JUNE B. HALL, Clerk to Board**

\_\_\_\_\_  
**SAMMIE JACOBS, Chairman**

**COLUMBUS COUNTY WATER and SEWER DISTRICT II  
BOARD MEETING**

**Monday, January 03, 2005**

**8:17 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, to act as the Columbus County Water and Sewer District II Board.

**COMMISSIONERS PRESENT:**

Sammie Jacobs, **Chairman**  
Kipling Godwin, **Vice Chairman**  
Amon E. McKenzie  
James E. Prevatte  
Bill Memory  
Lynwood Norris  
David L. Dutton, Jr.

**APPOINTEES PRESENT:**

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

**MEETING CALLED TO ORDER:**

At 8:17 P.M., Chairman Jacobs called the Meeting to order.

**AUTHORIZING RESOLUTION BY THE BOARD OF COLUMBUS COUNTY WATER AND SEWER DISTRICT II, SUPPLEMENTAL GRANT PROGRAM:**

Gail Edwards, Project Manager, requested Board approval and adoption of the following Authorizing Resolution by the Board of Columbus County Water and Sewer District II, Supplemental Grant Program, and approval of a County match of two hundred eighty thousand eight hundred fifty-one and 00/100 (\$281,851.00) dollars.

**AUTHORIZING RESOLUTION BY  
THE BOARD OF COLUMBUS COUNTY WATER & SEWER DISTRICT II**

**SUPPLEMENTAL GRANT PROGRAM**

**WHEREAS**, The 1998 Critical Needs Bond Act has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection and water distribution supply, and improvements; and,

**WHEREAS**, The COLUMBUS COUNTY WATER & SEWER DISTRICT II has need for and intends to construct extensions to publicly-owned water distribution systems, through a project described as the interconnection of Columbus County Water District I and II in Columbus County; and,

**WHEREAS**, The COLUMBUS COUNTY WATER & SEWER DISTRICT II intends to request grant assistance from the Supplemental Grants Program for the project,

## **NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COLUMBUS COUNTY WATER & SEWER DISTRICT II:**

That the COLUMBUS COUNTY WATER & SEWER DISTRICT II will arrange for the funding of the required match (\$280,851.00) to the grant funds in accordance with requirements of the North Carolina Rural Economic Development Center cost thresholds, if approved for a supplemental grant award in the amount of \$400,000.00.

That the COLUMBUS COUNTY WATER & SEWER DISTRICT II will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Sammy Jacobs, Chairman, and successors so titled, is hereby authorized to execute and file an application on behalf of the COLUMBUS COUNTY WATER & SEWER DISTRICT II with any potential funding agencies for a grant to aid in the construction of the project described above.

That Billy Joe Farmer, County Administrator, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the COLUMBUS COUNTY WATER & SEWER DISTRICT II has substantially complied, or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 3<sup>rd</sup> day of January, 2005, at Whiteville, North Carolina.

/s/ Sammie Jacobs, Chairman

(SEAL)

/s/ June B. Hall, Clerk to the Board

Ms. Edwards stated the following:

1. This authorizing Resolution is required to apply for a grant in the amount of four hundred thousand and 00/100 (\$400,000.00) dollars from the Rural Center to interconnect Water Districts I and II;
2. This grant will connect seventy-seven (77) additional residences to Water district II;
3. It will allow Water District I to purchase approximately one hundred thousand and 00/100 (\$100,000.00) dollars in water per year from Water District II, thereby paying the two hundred eighty thousand eight hundred fifty-one and 00/100 (\$280,851.00) dollars back in approximately three (3) years;
4. The award date will be in March, 2005;
5. Construction will begin in March, 2005; **and**
6. The completion date will be in November, 2005.

Commissioner Prevatte asked if this would benefit Columbus County Water and Sewer District I or Columbus County Water and Sewer District II. Billy Joe Farmer, County Manager, replied stating it would benefit both districts.

Commissioner McKenzie made a motion to approve the Authorizing Resolution by The Board of Columbus County Water and Sewer District II, Supplemental Grant Program, and approval of a County match of two hundred eighty thousand eight hundred fifty-one and 00/100

(\$280,851.00) dollars, seconded by Vice Chairman Godwin. The motion so carried.

**ADJOURNMENT:**

At 8:19 P.M., Commissioner Norris made a motion to adjourn, seconded by Commissioner Memory. The motion so carried.

**APPROVED:**

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

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**SAMMIE JACOBS, Chairman**

**COLUMBUS COUNTY WATER and SEWER DISTRICT II  
BOARD MEETING**

**Monday, January 03, 2005**

**8:51 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, to act as the Columbus County Water and Sewer District II Board.

**COMMISSIONERS PRESENT:**

Sammie Jacobs, **Chairman**  
Kipling Godwin, **Vice Chairman**  
Amon E. McKenzie  
James E. Prevatte  
Bill Memory  
Lynwood Norris  
David L. Dutton, Jr.

**APPOINTEES PRESENT:**

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

**MEETING CALLED TO ORDER:**

At 8:51 P.M., Chairman Jacobs called the Meeting to order.

**EXTENSION OF DEADLINE for ONE HUNDRED (\$100) DOLLARS TAP-ON FEE:**

Commissioner McKenzie made a motion to extend the deadline for the one hundred and 00/100 (\$100.00) dollars tap-on fee in order to build the customer base, seconded by Commissioner Prevatte.

Commissioner Memory asked Leroy Sellers, Public Utilities Director, how many people tapped on during the last extension. Mr. Sellers replied it was hard to say, but forty-four (44) had signed up last Thursday and he did not have a tally as of today.

After discussion was conducted among the Board members relative to the advantages and disadvantages of this extension, a role call was taken on the motion with the following results:

**AYES:** Chairman Jacobs, Vice Chairman Godwin, Commissioners McKenzie, Norris, and Prevatte  
**NAYS:** Commissioners Memory and Dutton.

The motion carried on a five (5) to two (2) vote.

Commissioners Memory and Dutton requested that it go on record that ninety (90) days was too long and when you set a policy, you should stick to that policy.

**ADJOURNMENT:**

At 8:53 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner Dutton. The motion so carried.

**APPROVED:**

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

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**SAMMIE JACOBS, Chairman**



**COLUMBUS COUNTY WATER and SEWER DISTRICT III**  
**BOARD MEETING**  
**Monday, January 03, 2005**  
**8:53 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, to act as the Columbus County Water and Sewer District III Board.

**COMMISSIONERS PRESENT:**

Sammie Jacobs, **Chairman**  
 Kipling Godwin, **Vice Chairman**  
 Amon E. McKenzie  
 James E. Prevatte  
 Bill Memory  
 Lynwood Norris  
 David L. Dutton, Jr.

**APPOINTEES PRESENT:**

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

**MEETING CALLED TO ORDER:**

At 8:51 P.M., Chairman Jacobs called the Meeting to order.

**EXTENSION OF DEADLINE for ONE HUNDRED (\$100) DOLLARS TAP-ON FEE:**

Commissioner McKenzie made a motion to extend the deadline for the one hundred and 00/100 (\$100.00) dollars tap-on fee in order to build the customer base, seconded by Commissioner Prevatte.

Commissioner Memory asked Leroy Sellers, Public Utilities Director, how many people tapped on during the last extension. Mr. Sellers replied it was hard to say, but forty-four (44) had signed up last Thursday and he did not have a tally as of today.

After discussion was conducted among the Board members relative to the advantages and disadvantages of this extension, a role call was taken on the motion with the following results:

**AYES:** Chairman Jacobs, Vice Chairman Godwin, Commissioners McKenzie, Norris, and Prevatte  
**NAYS:** Commissioners Memory and Dutton.

The motion carried on a five (5) to two (2) vote.

Commissioners Memory and Dutton requested that it go on record that ninety (90) days was too long and when you set a policy, you should stick to that policy.

**ADJOURNMENT:**

At 8:55 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner Dutton. The motion so carried.

**APPROVED:**

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

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**SAMMIE JACOBS, Chairman**