

COLUMBUS COUNTY BOARD OF COMMISSIONERS**January 07, 2008****6:30 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:

James E. Prevatte **Chairman**
 Bill Memory, **Vice Chairman**
 Amon E. McKenzie
 Sammie Jacobs
 Lynwood Norris
 Ricky Bullard
 Ronald Gore

APPOINTEES PRESENT:

Leo Hunt, **Interim County Manager**
 Steven W. Fowler, **County Attorney**
 June B. Hall, **Clerk to Board**

APPOINTEE ABSENT:

Bobbie Faircloth, Deputy Finance Officer

Agenda Items #1 and #2: MEETING CALLED TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE:

At 6:30 P.M., Chairman James E. Prevatte called the January 07, 2008 Columbus County Board of Commissioners Meeting to order. The invocation was delivered by Vice Chairman Bill Memory. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Vice Chairman Bill Memory.

Agenda Item #3: PRESENTATION - RESOLUTION OF APPRECIATION AND RECOGNITION TO SOUTH COLUMBUS HIGH SCHOOL STALLIONS: on behalf of the entire Board, Chairman Prevatte will present this document.

Due to the absence of any representation from South Columbus High School, Chairman Prevatte stated this matter would be placed on hold.

Agenda Item #4: PRESENTATION - RETIREMENT PLAQUES:

On behalf of the entire Board, Chairman Prevatte presented the following retirement plaques.

**PRESENTED TO
 SONYA GORE
 IN GRATEFUL APPRECIATION
 FOR YOUR DEDICATION AND LOYALTY
 TO
 COLUMBUS COUNTY LIBRARY SYSTEM**

10-06-1982 - 12-31-2007

COLUMBUS COUNTY BOARD OF COMMISSIONERS

**PRESENTED TO
 CAROLYN WADDELL
 IN GRATEFUL APPRECIATION
 FOR YOUR DEDICATION AND LOYALTY
 TO
 COLUMBUS COUNTY LIBRARY SYSTEM**

07-01-1981 - 12-31-2007

COLUMBUS COUNTY BOARD OF COMMISSIONERS

PRESENTED TO

**ALEXANDER SINGLETARY
IN GRATEFUL APPRECIATION
FOR YOUR DEDICATION AND LOYALTY
TO
COLUMBUS COUNTY SHERIFF'S DEPARTMENT**

10-26-1985 - 12-31-2007

COLUMBUS COUNTY BOARD OF COMMISSIONERS

One by one, each Commissioner thanked each of the three (3) retirees for their many years of service to Columbus County, the assets they added during their tenure, and for the pleasant approach they displayed while working.

Sheriff Christopher Batten thanked Alexander Singletary for his many years of dedication, his many abilities to cope with situations, and stated he would be missed.

Morris Pridgen, Library Director, thanked Ms. Sonya Gore and Ms. Carolyn Waddell for their many years of dedication, various attributes, for the vast improvements they have made during their tenure and stated they would be missed.

Agenda Item #5: BOARD MINUTES APPROVAL:

Commissioner McKenzie made a motion to approve the December 17, 2007 Regular Session Meeting Minutes, as recorded, with one (1) correction on Page 364, seconded by Commissioner Norris. The motion unanimously passed.

Agenda Item #6: PUBLIC INPUT

No public input was received, either orally or written.

Agenda Item #7: PRESENTATION - DEVELOPMENT OF AMUSEMENT PARK ON HIGHWAY 74/76:

Betty Dolce and Hubert Graham delivered the following presentation relative to the use of County property on Highway 74/76 for a parking lot adjacent to their amusement park. Mr. Graham stated the following:

1. The amusement park we have developed has grown rapidly;
2. We are dealing with the fact that our visitors are having to park on the shoulder of the road and the large trucks that bring our supplies do not have the adequate space they need to maneuver their vehicles;
3. There is sixteen to twenty-three (16 - 23) acres of County property adjacent to our amusement park that was obtained through the FEMA buyout resulting from Hurricane Floyd;
4. We would like to know if some of this property can be utilized as a parking lot for the overrun of our amusement park; **and**
5. What can we do with this property?

Ms. Dolce stated the following:

1. We are developing and expanding our amusement park utilizing the fiberglass animals that we produce;
2. Our business is growing rapidly;
3. We are dealing with inadequate parking for our visitors;
4. If the County property adjacent to our amusement park could be utilized for parking, it would bring economic development to Columbus County; **and**
5. We have prepared laminated layouts of our amusement park for your review.

Steven W. Fowler, Columbus County Attorney, stated the following:

1. I understand that this was your father's property;
2. Your father took the FEMA buyout; **and**
3. I have spoken to Chris Crew, the North Carolina Hazard Mitigation Officer, and have been

informed by him that this property can only be used by a non-profit organization.

Lengthy and in depth discussion was conducted relative to this matter. Chairman Prevatte requested that Carol Worrell speak on this matter. Ms. Worrell stated the following:

1. In a similar situation previous to this request, FEMA property is being utilized as a parking area;
2. In accordance with the listed restrictions I have, this property can be used for purposes of this nature;
3. A portion of this property could be used as a parking area for this business, and possibly future development could be done by the County for a passive park; **and**
4. This project would bring revenue into the County.

After additional lengthy discussion was conducted, Commissioner Jacobs made a motion to table this matter until further discovery was made as to the permitted uses of County property obtained through the FEMA buyout, seconded by Commissioner Norris. The motion unanimously passed. The Board directed Steven W. Fowler, Columbus County Attorney, to check into this matter and report back to the Board.

Agenda Item #8: KLONDYKE-CHADBOURN VOLUNTEER FIRE and RESCUE, INCORPORATED - APPROVAL of CONTRACT:

Kay Worley, Interim Emergency Services Director, and Randy Guyton, Fire Chief, Chadbourn Fire and Rescue, and Klondyke Fire, requested Board approval of the following new contract due to a name change.

STATE OF NORTH CAROLINA)
)
) **FIRE, RESCUE and EMERGENCY MEDICAL**
COUNTY OF COLUMBUS) **SERVICES CONTRACT**

THIS CONTRACT, is entered into this the 8th day of January, 2008, by and between COLUMBUS COUNTY, a body politic existing under the laws of the State of North Carolina (hereinafter referred to as "County") and KLONDYKE-CHADBOURN VOLUNTEER FIRE & RESCUE, INC., a non-profit corporation organized pursuant to the laws of the State of North Carolina (hereinafter referred to as "Klondyke-Chadbourn").

WITNESSETH:

WHEREAS, N.C.G.S. § 69-25.5 provides that counties may provide for fire protection in a fire district by contracting with any incorporated non-profit volunteer or community fire department; and

WHEREAS, pursuant to N.C.G.S. § 153A-233, the County wishes to contract with KLONDYKE-CHADBOURN to provide fire, rescue and emergency medical and ambulance services within the boundaries of the Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. service district, a description of which is on file in the Office of the Columbus County Emergency Services in Whiteville, North Carolina, incorporated herein by reference and made a part hereof; and

WHEREAS, the new N.C.G.S. § 159-13(a)(8), which became effective July 1, 1973, provided that the budget ordinance "may be in any form that the Board of Commissioners of Columbus County, North Carolina, deems most efficient in enabling it to make the fiscal policy decisions embodied therein, but it shall be so organized that the accounting system will show appropriations and revenues by line items within at least the following funds: “. . . (8) a fund for each special district whose taxes are collected by. . ." the COUNTY OF COLUMBUS; and

WHEREAS, KLONDYKE-CHADBOURN is a non-profit corporation organized for fire protection, rescue operations and emergency medical and ambulance services purposes, in accordance with the Internal Revenue Code; and

WHEREAS, KLONDYKE-CHADBOURN serves a special tax district created by the Board of Commissioners of Columbus County, North Carolina; and

WHEREAS, KLONDYKE-CHADBOURN may become desirous to make application to the United

States of America, acting through the Farmers Home Administration, United States Department of Agriculture (hereinafter referred to as "FHA") for a loan; and

WHEREAS, the County levies and collects the taxes and is responsible for appropriating said funds for the use and benefit of the citizens in the Klondyke-Chadbourn Volunteer Fire & Rescue District; and

WHEREAS, the County desires to grant a long-term contract to enable KLONDYKE-CHADBOURN to make long-range plans; and

WHEREAS, the County desires to standardize all its arrangements with KLONDYKE-CHADBOURN in the County.

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

GENERAL PROVISIONS

1. Articles of Incorporation Filing. KLONDYKE-CHADBOURN agrees to file with Emergency Services, to be forwarded to the County Auditor, a true copy of the Articles of Incorporation and existing bylaws. Any changes made thereto shall be filed immediately. KLONDYKE-CHADBOURN agrees to adopt bylaws which meet all minimum legal requirements and have reasonable provisions enabling citizens of the community to participate in the affairs of the corporation, in the minimum, at the annual meeting and vesting in a Board of Directors the authority to manage the affairs of the corporation without a vote of the membership to the extent permitted by N. C. G. S. Chapter 55A, the North Carolina Nonprofit Corporation Act.
2. Disbandment. KLONDYKE-CHADBOURN recognizes that the citizens of Columbus County, North Carolina have contributed as a whole to the money which helps to support KLONDYKE-CHADBOURN through tax dollars and if KLONDYKE-CHADBOURN should either voluntarily or involuntarily disband or cease to exist for whatever reasons, then KLONDYKE-CHADBOURN acknowledges that the citizens of Columbus County have an interest in the assets of the corporation and that the assets shall be disbursed with the written approval of the Board of Columbus County Commissioners and in accordance with the Internal Revenue Code Regulations to a similar type organization or organizations within the boundaries of Columbus County to be selected by KLONDYKE-CHADBOURN.
3. Term of Contract. The term of this Contract shall be for ten (10) years from the date of signing by the County Commissioner Chairman, subject to prior termination pursuant to this Contract and the Farmers Home Administration loan provision in paragraph 16. This Contract will automatically renew for subsequent five (5) year periods on the anniversary of the signature of the Chairman of the Board of County Commissioners unless one party notifies the other of its desire to terminate said Contract, in writing, six (6) months before said anniversary.
4. Non-exclusive Contract. This Contract is non-exclusive. COUNTY reserves the right to contract with other fire, rescue and emergency and ambulance service providers to perform same or similar duties during the term of this Contract.
5. Independent Contractor. KLONDYKE-CHADBOURN acknowledges that, by entering into this Contract and providing services, KLONDYKE-CHADBOURN is acting as an independent contractor. Neither KLONDYKE-CHADBOURN nor its employees, members or personnel shall be deemed or construed to be employees of COUNTY at any time during the duration of this Contract. KLONDYKE-CHADBOURN shall be solely responsible for payment of all required State and Federal taxes and/or fees PROVIDED, HOWEVER, that KLONDYKE-CHADBOURN shall provide such documentation as COUNTY deems necessary to meet any and all federal and state tax guidelines regarding employment contract employees.

As such independent contractor, KLONDYKE-CHADBOURN is not entitled to, nor shall be eligible for, any benefits provided by COUNTY to any of its permanent or temporary employees, including, but not limited to, vacation leave, sick leave, retirement, longevity and group insurance.

6. Subcontractors. KLONDYKE-CHADBOURN shall not utilize any subcontractors for carrying out the work to be performed under this Contract without written notification to COUNTY prior to any subcontractor's work or preparations for work.
7. Indemnity. KLONDYKE-CHADBOURN shall indemnify and hold COUNTY, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney's fees, resulting from or on account of personal injuries or death, or as a result of property damages arising out of or relating to the work to be performed by KLONDYKE-CHADBOURN hereunder, resulting from the negligence of or the willful act or omission of KLONDYKE-CHADBOURN, its agents, employees and subcontractors.

COUNTY hereby agrees it shall indemnify and hold KLONDYKE-CHADBOURN harmless from any and all claims, demands causes of actions, or other liability, including attorney's fees, resulting from or on account of personal injuries or death, or as a result of property damages arising out of or relating to the work to be performed by COUNTY's employees hereunder, resulting from the negligence of COUNTY's employees.
8. Insurance. KLONDYKE-CHADBOURN shall purchase and maintain the specified types and minimum amounts of insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of "A" or higher, acceptable to COUNTY.
 - A. Liability Insurance. KLONDYKE-CHADBOURN shall maintain professional liability insurance providing liability limits of a minimum amount of ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00) annual aggregate. KLONDYKE-CHADBOURN shall have its insurance agent furnish COUNTY a certificate of insurance evidencing the existence of such coverage and providing for thirty (30) days' notice of any material change in coverage.
 - B. Workers Compensation and Employers Liability Insurance. KLONDYKE-CHADBOURN shall purchase and maintain workers compensation and employers liability insurance coverage for all of KLONDYKE-CHADBOURN's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's liability insurance providing limits at least in the amount of \$100,000/500,000/100,000, applicable to claims due to bodily injury by accident or disease.
 - C. Automobile Liability Insurance. KLONDYKE-CHADBOURN shall purchase and maintain automobile liability insurance covering all owned and non-owned/hired vehicles, providing liability limits at least in the amount of \$250,000 per person and per occurrence for bodily injury and \$100,000.00 for property damage.
9. Certificates and Notice of Cancellation. Before commencing work under this Contract, or within a reasonable time thereafter, both parties hereto shall furnish to each other any certificates of insurance required hereunder. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by County."
10. Nondiscrimination. KLONDYKE-CHADBOURN will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the activities which are the subject of this Contract, because of race, creed, color, sex, age, disability, or national origin.
11. Minimum Qualifications. KLONDYKE-CHADBOURN and/or KLONDYKE-CHADBOURN's employees, agents or assigns shall possess and maintain minimum qualifications set forth by the State of North Carolina; County of Columbus and/or any other proper licensing authority as determined by the COUNTY for the duration of this Contract.
12. Equipment/Personnel. KLONDYKE-CHADBOURN shall provide the necessary equipment and personnel for furnishing adequate fire protection, rescue services, and emergency medical and ambulance services as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division; North Carolina Office of Emergency Medical Services and Columbus County EMS System Plan to the Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. District, in an efficient and

workmanlike manner.

13. Budgeting Procedures. KLONDYKE-CHADBURN agrees to comply with County budgeting procedures and other procedures provided for by State Law and agrees to submit budget estimates to the Board of Commissioners on the standard forms used by County departments. KLONDYKE-CHADBURN also agrees to use standard line items for accounting devised or consented to by the County Accountant.
14. Budget Submission Deadline. KLONDYKE-CHADBURN will provide to Emergency Services its next fiscal year budget no later than thirty (30) days prior to the beginning of the next fiscal year. 15. Records Inspection. It is agreed that the County may inspect all books and accounts in regards to KLONDYKE-CHADBURN at any time that it shall desire. It is further agreed that KLONDYKE-CHADBURN will present to the County Commissioners a copy of an annual audit by a C.P.A. for each fiscal year which audit shall be in conformity with existing policies of the County prior to receiving funds for the next fiscal year.
16. Farmers Home Administration. This Contract shall be contiguous for any term specified in any Farmers Home Administration loan(s) with KLONDYKE-CHADBURN and may be renewed or extended for such term or terms as may be agreed upon by the parties hereto, provided the tax service district is in full force and effect as provided by the General Statutes of North Carolina.
17. Non-appropriation. All funds for payment by COUNTY under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners for the services provided under this Contract, COUNTY will terminate this Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If, at any time, funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by KLONDYKE-CHADBURN on thirty (30) days' prior written notice. Failure to give such notice shall be of no effect and COUNTY shall not be obligated under this Contract beyond the date of termination.
18. Future Funding. Any future funding by the COUNTY shall be on a voluntary basis and shall be withheld in part or in total or in a graduated percentage if KLONDYKE-CHADBURN does not comply with the conditions herein and also provide 24-hour fire, rescue and emergency medical and ambulance services seven (7) days per calendar week within the Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. District.
19. Exclusive Use of Funds. All funds paid to KLONDYKE-CHADBURN by the COUNTY shall be used exclusively to provide fire protection, rescue services, and emergency medical and ambulance services within the Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. District, and to pay legitimate related expenses, including principal and interest payments on any loan made by FHA.
20. Payment of Special Taxes. The current taxes, as they are collected by the COUNTY, shall be paid to KLONDYKE-CHADBURN by the 15th day of each month. The delinquent taxes shall be remitted quarterly to Klondyke-Chadbourn.
21. Separate Fund. A special or separate fund shall be maintained by the COUNTY for funds collected as a result of said special taxes, as shown in paragraphs 36 and 42. An adequate record of funds collected and disbursed as a result of said special taxes shall be maintained by the COUNTY.
22. Additional Funding. In addition to the special taxes shown in paragraphs 36 and 42 and the Emergency Ambulance Additional Funding shown in paragraph 38, the COUNTY will also contribute the sum of \$16,694.00 Dollars to KLONDYKE-CHADBURN for this fiscal year and will re-evaluate the said amount in each year from this date forward.
23. Donations. Nothing within this Contract shall prohibit KLONDYKE-CHADBURN from soliciting charitable donations or conducting fund-raising to solely benefit KLONDYKE-CHADBURN.
24. Penalties. KLONDYKE-CHADBURN hereby acknowledges that the COUNTY, from this date forward, has the right to penalize KLONDYKE-CHADBURN for any and all missed emergency calls dispatched by the COUNTY's 911 Emergency Communications Center. The amount of the penalty, if any, may be determined by the COUNTY at a future time and with proper notice to KLONDYKE-CHADBURN of the amount of such penalty and the effective date. After the penalty has been established, the COUNTY may waive this penalty upon written request from the appropriate representative submitted to the County Board of Commissioners or their official designee within sixty (60) days of notification of the assessed penalty. After the penalty has been established, the COUNTY will notify KLONDYKE-CHADBURN quarterly of missed calls as recorded by the COUNTY.
25. Non-Penalty. KLONDYKE-CHADBURN will not be penalized for missed 911 or other emergency

calls while KLONDYKE-CHADBOURN is in the preparation of responding to or in the immediate conclusion of a previously dispatched 911 or emergency call.

26. Mutual Aid. KLONDYKE-CHADBOURN will provide mutual aid to any county department that requests assistance through recognized communication procedures, provided personnel and/or resources are available from KLONDYKE-CHADBOURN.
27. Binding Effect. This Contract shall be binding upon the parties hereto, their successors, executors, administrators and assigns.
28. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Contract.
29. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.
30. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.
31. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party, by mailing written notice of such change of address, by Certified Mail, Return Receipt Requested:

To COUNTY:

Columbus County
Columbus County Attorney
Attention: Steven W. Fowler
111 Washington Street, Second Floor
Whiteville, North Carolina, 28472

To KLONDYKE-CHADBOURN:

Klondyke-Chadbourn Volunteer Fire & Rescue, Inc.
P.O. Drawer C
Chadbourn, NC 28431

32. Assignability. It is mutually agreed by the parties hereto that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.
33. Modifications. This Contract shall not be modified or otherwise amended except in writing and signed by the parties.
34. Termination. This Contract may be terminated at any time by either party, without penalty provided that written notice of such termination is furnished to the other party at least ninety (90) days prior to termination. This section is pursuant to other termination provisions of this document including, but not limited to, paragraphs 3 and 16. Net payment shall be appropriated at the date of termination.
35. Entire Contract. The terms and provisions herein contained constitute the entire agreement and understanding between the parties. This Contract supersedes all prior and independent contracts/agreements, either verbal or written, between the parties covering the specific subject matter of the performance of KLONDYKE-CHADBOURN.

SPECIFIC FIRE PROVISIONS

36. Special Tax Assessment. The COUNTY contracts and agrees that it will cause to be assessed or levied a special tax of up to \$0.07 per One Hundred Dollar valuation of all real and personal property or the property as may be designated by the State Law, whichever is appropriate in the Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. District unless otherwise limited by law and/or a vote of the people; will collect said tax as a part of the ad valorem taxes of the COUNTY, provided, however, beginning with the fiscal year upcoming 07-08 fiscal year, the amount levied annually shall be based on the actual and realistic needs projected in the budget estimate submitted on or before May 30 of the fiscal year by KLONDYKE-CHADBOURN to the COUNTY and approved by the Board of County Commissioners or their designee.
37. Services Provided. KLONDYKE-CHADBOURN agrees to provide the following, but not limited to:
 - A. Services upon request by the Emergency Services Office during times of emergency/disaster: (1) debris removal, (2) debris clearance, (3) traffic control and (4) other life saving and property measures as necessary. The County agrees to request reimbursement of

documented expenses for service(s) rendered by KLONDYKE-CHADBOURN. Reimbursement request(s) of eligible expenses will only be initiated following a declaration of a major disaster for the COUNTY by the President of the United States, as requested by the State of North Carolina Governor's Office through the Division of Emergency Management.

- B. Adequate fire protection as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, for all property located with the Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. District.
- C. The Fire Chief and/or Board of Directors of KLONDYKE-CHADBOURN shall be responsible for ensuring adequate and certified personnel are available to respond when dispatched in a timely manner. The Fire Chief and/or Board shall also be responsible for ensuring that the standards established by the North Carolina Department of Insurance, Fire and Rescue Division are met within local capabilities.

SPECIFIC EMERGENCY MEDICAL AND AMBULANCE SERVICES PROVISIONS

- 38. Emergency Ambulance Additional Funding. In addition to the amount shown in paragraph 22 and special taxes shown in paragraphs 36 and 42, the COUNTY has set aside the sum of \$22,200.00 dollars annually to KLONDYKE-CHADBOURN for the specific purpose of funding "daytime emergency ambulance service and personnel." This amount will be re-evaluated and determined in subsequent budgets. The COUNTY shall disburse the payment of the \$22,200.00 in semi-annual payments on the 15th day of August and the 15th day of January of each year.
- 39. Services Provided. KLONDYKE-CHADBOURN agrees to provide adequate emergency medical and ambulance services to all citizens in the territorial zone of the Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. District, in accordance with the standards established by the North Carolina Department of Insurance, Fire and Rescue Services Division; North Carolina Office of Emergency Medical Services and Columbus County EMS System Plan.

The Rescue Chief and/or Board of Directors of KLONDYKE-CHADBOURN shall be responsible for ensuring adequate and certified personnel are available to respond when dispatched in a timely manner. The Rescue Chief and/or Board shall also be responsible for ensuring that the standards established by the North Carolina Department of Insurance, Fire and Rescue Division; North Carolina Office of Emergency Medical Services and Columbus County EMS System Plan are met within local capabilities.

- 40. Budgeted Funding. The amount budgeted as shown in paragraph 22 shall be determined, in part, by the categorization of level of patient care offered by KLONDYKE-CHADBOURN as determined by the North Carolina Department of Emergency Medical Services.
- 41. Reporting. KLONDYKE-CHADBOURN will be required to adhere to all State and Federal laws in regards to reporting through PreMis.

SPECIFIC RESCUE SERVICES PROVISIONS

- 42. Special Tax Assessment. The COUNTY contracts and agrees that it will cause to be assessed or levied a special tax of up to \$0.02 per One Hundred Dollar valuation of all real and personal property or the property as may be designated by the State Law, whichever is appropriate in the Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. District unless otherwise limited by law and/or a vote of the people; will collect said tax as a part of the ad valorem taxes of the COUNTY, provided, however, beginning with the fiscal year upcoming 07-08 fiscal year, the amount levied annually shall be based on the actual and realistic needs projected in the budget estimate submitted on or before May 30 of the fiscal year by KLONDYKE-CHADBOURN to the COUNTY and approved by the Board of County Commissioners or their designee.
- 43. Services Provided. KLONDYKE-CHADBOURN agrees to provide the services listed on the attached Exhibit A to all citizens in the territorial zone of the Klondyke-Chadbourn Volunteer Fire & Rescue, Inc. District, in accordance with the standards established by the North Carolina Department of Insurance, Fire and Rescue Service Division and Columbus County EMS System Plan.

The Rescue Chief and/or Board of Directors of KLONDYKE-CHADBOURN shall be responsible for ensuring adequate and certified personnel are available to respond when dispatched in a timely manner. The Rescue Chief and/or Board shall also be responsible for ensuring that the standards established by the North Carolina Department of Insurance, Fire and Rescue Division and Columbus County EMS System Plan are met within local capabilities.

IN WITNESS WHEREOF, COUNTY has caused this instrument to be executed, in duplicate originals, by the Chairman of the Board of County Commissioners of Columbus County, North

Carolina, and attested by the Clerk of the Board of County Commissioners, and KLONDYKE-CHADBOURN by its Chief, attested by its secretary and its corporate seal hereto affixed, all by order of its Board of Directors duly given.

(SEAL)

Attested:
/s/ June B. Hall
Clerk to Board

COLUMBUS COUNTY

By: /s/ James E. Prevatte, Chairman
Columbus County Board of Commissioners

Attested:
/s/ Melissa Guyton
Secretary

KLONDYKE-CHADBOURN VOLUNTEER
FIRE & RESCUE, INC.

By: /s/ Randyn Guyton
Title: Chief

(SEAL)

Approved as to form:
/s/ Steven W. Fowler
Columbus County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act.

/s/ Leo Hunt
Columbus County Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

This 8th day of January, 2008, personally came before me, Virginia D. Taylor, a Notary Public of Columbus County, June B. Hall, who being by me duly sworn, says that she knows the official seal of the Board of Commissioners of Columbus County, and is acquainted with James Prevatte, who is Chairman of said Board of Commissioners of Columbus County, and that she, the said June B. Hall, is the Clerk of the said Board of Commissioners of Columbus County, and saw the Chairman sign the foregoing instrument, and saw the said official seal of said Board of Commissioners of Columbus County affixed to the said instrument in the presence of said Chairman of said Board of Commissioners of Columbus County, all by order of said Board.

WITNESS my hand and official seal or stamp, this the 8th day of January, 2008.

/s/ Virginia D. Taylor
NOTARY PUBLIC

My Commission Expires on the 27th day of April, 2008.

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

This 8th day of January, 2008, personally came before me Brandie B. Chapman, a Notary Public of Columbus County, Melissa Guyton, who being by me duly sworn, says that (s)he is acquainted with Randy Guyton, who is chief of said Klondyke-Chadbourn Volunteer Fire & Rescue, Inc., and that (s)he is the Secretary of said Klondyke-Chadbourn Volunteer Fire & Rescue, Inc., and saw the Chief sign the foregoing instrument by order of said Klondyke-Chadbourn Volunteer Fire & Rescue, Inc.

WITNESS my hand and official seal or stamp, this the 8th day of January, 2008.

/s/ Brandie B. Chapman
NOTARY PUBLIC

My Commission Expires on the 9th day of January, 2010.

EXHIBIT "A" for SPECIFIC RESCUE SERVICES PROVISIONS

Pursuant to this Contract, KLONDYKE-CHADBOURN will be able to perform such rescue services, but not limited to, as follows:

- Vehicle machinery extrication when power tools are required or other advanced equipment of techniques are needed in order to gain access to patients or to free them from the confines

of entrapment caused by any motor vehicle, machinery or resulting consequences thereof;

- Industrial rescues, including farm emergencies, when advanced techniques and/or equipment are needed to free a patient from any type of machinery, or situation that could arise necessitating rescue efforts not available from other COUNTY services;
- Assist with drowning rescue and recovery efforts;
- Assist with water rescue in hazardous and swift-water situations, utilizing the specialized training of KLONDYKE-CHADBOURN;
- Assist with high-angle rescue, utilized to gain access and rescue victims from area where conventional vehicles and means are not feasible, through the use of techniques used in high-angle, or in area of steep incline where rescue presents a natural hazard;
- Assist with low-angle rescue and confined-space rescue, used to gain access in area underground, in areas with steep downslope, and areas presenting hazards dealing with confined or limited space by utilizing modified techniques from high-angle rescue methods;
- Assist with Search and Rescue for missing persons, utilizing specialized in-man tracking, land navigation, management of the search function and incident command;
- Any other areas of rescue services generally performed by rescue contractors.

Kay Worley stated the following:

1. Currently, the County has a contract with Chadbourn Volunteer Fire and Rescue Department, and then, also the County has a contract with Klondyle Volunteer Fire Department;
2. The Chadbourn Volunteer Fire and Rescue Department provides fire and EMS rescue to the people of the Town of Chadbourn;
3. Klondyke Volunteer Fire Department provides fire services to the people in the County in the Klondyke Fire District;
4. Currently, what they are requesting, they have changed their name to Klondyke-Chadbourn Volunteer Fire and Rescue, Incorporated;
5. Technically, they are still going to cover the same service district - they will have the Chadbourn Service District and the Klondyke Service District, but they are going to change their name; **and**
6. They will offer the same services as previously provided.

Chairman Prevatte stated the following:

1. Mr. Guyton contacted me and stated that two (2) departments have been operating out of one (1) building;
2. The State is now stating that you cannot share equipment;
3. Only one (1) department can be housed in that building;
4. They are combining the names and are not requesting any additional funding over what has been given before; **and**
5. This is required in order to keep their insurance with the State.

Commissioner Memory made a motion to approve the Fire, Rescue and Emergency Medical Services Contract with Klondyke-Chadbourn Volunteer Fire and Rescue, Incorporated, seconded by Commissioner McKenzie. The motion unanimously passed.

Agenda Item #9: TRANSPORTATION - UPDATE and DISCUSSION of COLUMBUS CONNECTOR:

Charles Patton, Public Transportation Director, delivered the following update to the Board on the Columbus Connector, and requested discussion on possible future budgeting. Mr. Patton stated the following:

1. The idea of the Columbus Connector started when some city leaders of Wilmington saw that several large downtown construction jobs were thought to begin at about the same time. With New Hanover's low unemployment rate, there was a real concern among city officials and construction companies about having enough construction workers to fill the need.;
2. In the fall of 2005, the following construction projects had the possibility of being under construction at the same time within the following 24 months: PPD, Convention Center,

- Police Station, Wachovia Building and Miscellaneous Downtown Construction.;
3. To take care of the employment needs, officials from both New Hanover and Columbus County discussed the possibilities of having construction workers from Columbus County (with high unemployment) bused into downtown Wilmington for the construction projects. WAVE Transit was able to obtain a Federal Transportation JARC grant which would pay for 50% of the program. The other 50% would come from the NC Department of Commerce.;
 4. As things turned out, only the PPD project took place during the projected time frame. We found that the construction foremen had little interest in working with us since they could fulfill their needs from within New Hanover County. As a result, there was no real need for construction workers from Columbus County.;
 5. Ridership was very slow in building but now runs between 100-164 riders a month. 164 / 21 working days / 2 trips a day = 3.8 actual people a day.;
 6. 90% of the ridership presently originates from the Bolton and Riegelwood areas.;
 7. The NC Department of Commerce will end their 50% share of funding on June 30, 2008.;
 8. The Columbus Connector Steering Committee is exploring ways to fund this project which will end at the end of the fiscal year if no other funding is made available.;
 9. The committee's first step in this process is to find out if Columbus County government will help fund this project. WAVE Transit can provide fund (through grants) for about 80% of the total cost (\$75,000 total cost) but will need Columbus County Government to kick in about \$16,000 to finish funding the project.; **and**
 10. The committee needs to know if Columbus County will fund this project. If not, then the committee will need to start searching for other alternatives now.

After discussion was conducted relative to the benefit this program was to Columbus County, Vice Chairman Memory made a motion for Charles Patton to contact the Steering Committee and indicate to them they need to seek other funding for this project, seconded by Commissioner Bullard. The motion passed unanimously.

Agenda Item #10: AGING - BOARD APPROVAL of SENIOR CENTER GENERAL PURPOSE FUNDING:

Ed Worley, Aging Director, requested Board approval of the designation of forty-nine thousand, two hundred six, and 00/100 (\$49,206.00) dollars, with a twenty-five (25%) percent County match of sixteen thousand, four hundred two and 00/100 (\$16,402,00) dollars, which equates to a total of sixty-five thousand, six hundred eight and 00/100 (\$65,608.00) dollars of Senior Center General Purpose Funding to the seven (7) locations. Mr. Worley stated the Columbus County Department of Aging will provide the match.

Commissioner Norris made a motion to approve the designation of forty-nine thousand, two hundred six, and 00/100 (\$49,206.00) dollars, with a twenty-five (25%) percent County match of sixteen thousand, four hundred two and 00/100 (\$16,402,00) dollars, which equates to a total of sixty-five thousand, six hundred eight and 00/100 (\$65,608.00) dollars of Senior Center General Purpose Funding to the seven (7) locations, seconded by Commissioner Jacobs. The motion passed unanimously.

Agenda Item #11: SOLID WASTE - APPROVAL to EXTEND the TRANSFER STATION and DISPOSAL SERVICE AGREEMENT and APPROVAL of the WAIVER of the CPI INCREASE:

Leroy Sellers, Solid Waste Director, requested further discussion on this contract with Waste Management **(This item was tabled at the December 03 and December 17, 2007 Meetings, pending further discovery.)**

Greg Peverall, Waste Management, stated the following:

1. I have with me the information that I feel is a combination of the sessions that have been held with Chairman Prevatte, the County Commissioners, Steven W. Fowler, Leo Hunt and our Legal Department in Atlanta;
2. This information is an eight (8) point Letter of Understanding;
3. This document is a summary of all of our discussions, and hopefully, is a final document in which we can begin the formal drafting of the amendments to the existing contracts; **and**
4. This has been discussed with a variety of members on your staff, including Mr. Fowler and our Legal Department, with a precise understanding on everybody's behalf.

Chairman Prevatte stated the following:

1. Since our last meeting, and as late as today, we have been discussing some verbiage that was left out of the previous Letter of Intent from Waste Management;
2. We thought we were agreeing to sell the building or Waste Management to purchase the building;
3. Upon further investigation, their legal department has determined that it was not the purchase of the building, but the purchase of the option that we had ;
4. The option that we had was to, at the end of the ten (10) years, for us to purchase the building;
5. So we are essentially waiving that option of purchasing the building, and they are agreeing to give us the three hundred twenty-five thousand and 00/100 (\$325,000.00) dollars in the same format they had mentioned the last time;
6. That is the biggest part of it, the other things were things like certain verbiage and wrong date;
7. Obviously, this a Letter of Understanding, and the contract is being drafted by Waste Management's Legal Department;
8. Our task, stemming from conversations with Mr. Fowler, Mr. Hunt and myself, as a county, will be, when the contract comes in, it will say what we agreed to here;
9. I was not comfortable signing the previous Letter of Understanding because that is not what the Commissioners agreed to the last time; **and**
10. The verbiage was different in the letter that I read from Waste Management's Legal Department.

Steven W. Fowler, Columbus County Attorney, stated the following:

1. This is not necessarily an agreement, it is basically a Letter of Understanding;
2. These are items that will be in a future agreement to be presented to this Board, hopefully, very promptly, Mr. Peverall, in a contractual form; **and**
3. It is my understanding that this is some of the ingredients that will be going into the final amended contract that will be officially presented to this Board.

Chairman Prevatte added the following:

1. Mr. Peverall, Mr. Hunt and myself have spent many days working on this;
2. I am presently comfortable with the way the Letter of Understanding is written, but I am not totally comfortable with this until I see the final amended contract to see if all the changes that have been discussed are inclusive in the contract; **and**
3. We have a February 04, 2008 deadline for signing that contract and we need two (2) weeks to review the contract, and any other legal counsel that we might seek in making sure that our contract is the best contract for our County.

Vice Chairman Memory made a motion for the Board to accept and authorize the Chairman to sign the Letter of Understanding of December 17, 2007 Commissioners Meeting, bearing date of January 7, 2008, seconded by Commissioner McKenzie.

COLUMBUS COUNTY
Letter of Understanding of December 17, 2007 Commissioners Meeting
January 7, 2008

1. The Transfer Station Agreement with WM will be extended to December 31, 2012.
2. WM will forego the 2008 CPI adjustment of 3.7% on the current Transfer Station rate of \$48.70 per ton pursuant to the "Transfer Station Agreement". The County reaffirms its agreement to continue to pay a fuel surcharge on the Transfer Station Contract pursuant to the "Transfer Station Agreement".
3. WM will pay the County \$325,000.00 in exchange for the County's agreement not to exercise its option to acquire the Transfer Station building. Effective January 1, 2008, WM's property taxes will be based upon a value of \$325,000.00.
4. The County will lease to WM the land upon which the Transfer Station currently is located for a period of five (5) years at a rate of \$1,500 per month. The County may possibly extend this lease for additional 5 year terms.

5. The County will have the option to purchase the Transfer Station from WM at the conclusion of the initial five (5) year term at a negotiated fair market value as established by two (2) appraisals (one by County and one by Company).. If the County chooses to exercise this option, it shall give WM notice by July 01, 2011.
6. The County agrees to extend the current countywide residential contract through December 31, 2012. CPI and fuel surcharges as presently billed will be incorporated into agreement.
7. WM agrees to forego the residential contract 2009 CPI adjustment.
8. WM and the County agree to negotiate in good faith to renew the Transfer Station and residential contracts beginning one (1) year before the conclusion of any term.

Approved: _____ Date: _____
 Board of Commissioners, Chairman

Columbus County Proposal Summary
 Combined Correspondence and 2008 Proposals
 DRAFT gap

Waste Management Renewal Proposal:

Transfer Station Building Payment for not exercising option to purchase	\$325,000
-Cash Payment	\$200,000
-Gate Rate Credit	(\$0.56 per ton)
CPI Savings (2008 Deferred)	\$451,000
-Expiration 2012	
Land Rent	\$ 90,000
Or, (\$0.41 per ton) Gate Rate Credit @ 5 years, Company may buy land or County may purchase building at FMV	
Curbside Contract: Term Coincidence	
-CPI Savings 2009 Deferred	\$358,000
-Expiration 2012	
Cash/Credit Value to Columbus County:	\$1,224,000

Commissioner Gore stated the following:

1. Mr. Chairman, the original contract states this building will be depreciated over a fifteen (15) year period;
2. At the end of that term, if we extend this contract for five (5) years, this building will belong to Columbus County with no strings attached;
3. That is what the present contract says and I think we need to get that clear as part of this Letter of Understanding - if we are going to have to negotiate a price or is it going to be like the present contract reads; **and**
4. I have read a couple of different contracts and they all say Columbus County shall be deemed to own the Transfer Station at the end of the extension of the term, with no cost, and I think we need to stick to that.

Commissioner Bullard stated he agreed with Commissioner Gore.

Chairman Prevatte stated, I think we discussed that at our last meeting, and that is where the negotiated fair market value came in, based on two (2) appraisals, one (1) from the County and one (1) from Waste Management, but I will entertain your question to Greg Peverall, if you would like to place it that way.

Commissioner Gore stated I think this is a legitimate question, Greg. At the time we talked about this negotiated price, we were talking about selling something that we didn't own. Now that I have had an opportunity to read more closely, and your people have looked at it, it is very evident

that you folks own that building. The existing contract clearly states if we choose to extend this contract for another five (5) years, that at the end of the five (5) year period, the County will own the building, with no cost involved. Is that feasible, practical or possible?

Greg Peverall stated the following:

1. It is a legitimate question;
2. The current contract allows the County to own the building at the end of the fifteen (15) year period.
3. Item #5 is the concession for you to take the benefit of the \$325,000.00 now or credit on your gate rate; **and**
4. If there is value to the building, that's where the fair market value, the two (2) appraisals is triggered.

Commissioner Gore stated, "But if it is depreciated out for fifteen (15) years, then it should be zero, shouldn't it?"

Mr. Peverall stated that they knew they were going to have to do some renovations on the building in order to get five (5) more years, and we would like to make those improvements on the building. But, that is the concession that you are negotiating in Item #5.

Chairman Prevatte stated for clarification, the original contract states at the end of the fifteen (15) years, Columbus County would own the Transfer Station, but if we stick to this contract, we will not receive the \$325,000 concession.

Commissioner Bullard presented a question to Mr. Peverall relative to the difference in the cost for a ton of garbage in Columbus County and South Carolina.

A roll-call vote was taken with the following results:

AYES: Chairman Prevatte, Vice Chairman Memory, Commissioners McKenzie, Norris and Jacobs; **and**
NAYS: Commissioners Bullard and Gore.

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

Agenda Item #12: REGISTER of DEEDS - DEPARTMENTAL UPDATE:

The Honorable Kandance Whitehead, Columbus County Register of Deeds, delivered the following Departmental Update to the Board. Registrar Whitehead stated the totals for the year of 2007 are as follows:

CATEGORY	DETAILS	AMOUNT
Marriage License	362 Issued (\$9,050 Retained in the County)	\$18,100
Excise Tax Collected	(\$117,725 Retained in the County)	\$235,451
Registration Fees	Recording Deeds, Deeds of Trust, Miscellaneous Instruments)	\$203,344
Certified Copies Issued	Birth, Death, Marriage Certificates	\$73,969
Miscellaneous Revenue	Plain copies, Legitimations, Vital Amendments	\$11,758
TOTAL COLLECTED:		\$542,622

I am requesting that you look at the attachment which is a proposal for the restoration of the old records at the Register of Deeds which badly needs to be done.

Agenda Item #13: AIRPORT - APPROVAL of GRANT AGREEMENT VISION 100 GRANT, PROJECT 36237.53.4.1 (APPROACH CLEARING):

Phil Edwards, Airport Manager, requested Board approval of the Block Grant Agreement,

Vision 100, Project Number: 36237.53.4.1 (Approach Clearing), in the amount of one hundred fifty thousand, and 00/100 (\$150,000.00) dollars, by the approval of the following Resolution.

RESOLUTION

A motion was made by Commissioner Amon E. McKenzie and seconded by Commissioner Lynwood Norris for the adoption of the following resolution, and upon being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of \$150,000 has been approved by the Department based on total estimated cost of \$166,667; **and**

WHEREAS, an amount equal to or greater than **ten percent (10%)** of the total estimated project cost has been appropriated by the Sponsor for the Project.

NOW, THEREFORE, BE AND IT IS RESOLVED THAT THE Chairman of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

I, June B. Hall, Clerk to the Board of the Columbus County Board of Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of the Columbus County Board of Commissioners of a meeting duly and regularly held on the 7th day of January, 2008.

This the 8th day of January, 2008.

SPONSOR SEAL

Signed: /s/ **JUNE B. Hall**
Of The: Columbus County Board of
Commissioners

A copy of this document will be marked as Exhibit "A" and kept on file in the Minute Book Attachments, Book Number 2, for review.

RECESS REGULAR SESSION and enter into a Combination Meeting of COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING

At 7:43 P.M., Commissioner Jacobs made a motion to recess Regular Session and enter into a **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded by Commissioner McKenzie. The motion passed unanimously.

Agenda Item #14: COLUMBUS COUNTY WATER and SEWER DISTRICTS BOARD MEETING MINUTES APPROVAL:

December 17, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**);

This information will be recorded in Minute Book 1 of Columbus County Water and Sewer Districts I, II, III, IV and V, respectively.

ADJOURN Combination Meeting of COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING and resume REGULAR SESSION:

At 7:45 P.M., Commissioner Norris made a motion to recess the **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, and resume Regular Session, seconded by Commissioner Jacobs. The motion passed unanimously.

Agenda Item #15: APPOINTMENTS - COMMITTEE/BOARDS:

June B. Hall, Clerk to the Board, requested the following appointments/re-appointments be made to the following boards/committees.

COMMITTEE	ZONE/ EB	PERSON(S)	EXPIR. DATE	BOARD ACTION
Animal Control Advisory Council	V VII	Walter Batten (Deceased)	12-05-2007	Hold
		Penny Obrecht (Resigned)	12-05-2009	W. Ronald Hayes
Chadbourn Planning & Zoning Board	EB	-Vacancy-	05/2009	Hold
Housing Advisory Committee	IV	Marshall Shepherd (Deceased)	06-30-2007	Hold
Industrial Facilities Pollution Control Financing Authority	EB	Larry Buffkin (Resigned)	06-30-2010	Hold
Planning Board	IV	Ivan Wilson (Resigned)	09/30/2007	Hold

Agenda Item #16: CONSENT AGENDA ITEMS:

A. Budget Amendments:

Vice Chairman Memory made a motion to approve the following Budget Amendments, seconded by Commissioner Norris. The motion passed unanimously.

TYPE	ACCOUNT	DETAILS	AMOUNT
Expenditure	14-4310-526001	Departmental Supplies-Special Alcohol & Drug	4,000
Revenue	14-3431-499101	Drug Funds Appropriated	4,000
Expenditure	14-4311-526001	Departmental Supplies-Special Alcohol & Drug	2,578
Revenue	14-3431-499101	Drug Funds Appropriated	2,578
Expenditure	10-5193-523900	Drugs and Medical Supplies	1,000
	10-5193-526001	Departmental Supplies	10,548
	10-5193-531100	Travel	500
Revenue	10-3510-430045	State Grant	12,048
Expenditure	68-4520-532900	Other Communications	4,000
Revenue	68-3452-498001	CCT Capital Reserves	4,000
Expenditure	10-5301-549986	Crisis Intervention	16,261
	10-5301-549987	Share the Warmth	(982)
	10-5301-533001	CP&L Energy	(6,007)
	10-5301-549702	Chore State in Home	(2,380)
	10-5302-519922	Adult Day Care	(3,680)
	10-5301-549987	Share the Warmth	(982)
	10-5301-549988	TANF Domestic Violence	(96)
	10-5302-519913	Child Day Care State	(8,629)
	10-5302-519912	Day Care Smart Start	(143,865)
Revenue	10-3530-430068	Crisis Intervention	16,261

	10-3530-430077	Share the Warmth	(982)
	10-3530-430076	CP&L Energy	(6,007)
	10-3530-430081	State Aid to DSS	(2,380)
	10-3530-430090	Day Care	(3,680)
	10-3530-430077	Share the Warmth	(982)
	10-3530-430065	Work First Block Grant	(96)
	10-3530-430090	Day Care	(8,629)
	10-3530-430090	Day Care	(143,865)

B. Tax Refunds and Releases:

Commissioner Jacobs made a motion to approve the following Tax Refunds and Releases, seconded by Commissioner McKenzie. The motion passed unanimously.

**TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office):
January 07, 2008**

Refunds Name: Byrd, Giles Amount: \$0.00
 Value: \$0.00 Year 007 Account # 08-02225 Bill # 43133 Total \$106.00
 Refund user fee. House is vacant.
 PO Box 312 Lake Waccamaw NC 28450

Refunds Name: Hazelwood, Margaret Amount: \$0.00
 Value: \$0.00 Year 007 Account # 01-41723 Bill # 55679 Total \$193.00
 Refund user fee. Trash can was picked up in 2004. Make check payable to Michael Cartrette.
 16209 Peacock Rd. Chadbourn NC 28431

**TAX RELEASES (as submitted to the Governing Body Office from the Tax Office):
January 07, 2008**

Release the Property Value in the name of Corrados Italian Resturant Amount: \$82.36
 Value: \$10,105.00 Year: 2007 Account # 01-17240 Bill # 7893 Total \$90.60
 Release the value of a business that is double listed on account number 01-03392.

Release the Property Value in the name of Hardee, Greg Amount: \$100.38
 Value: \$13,750.00 Year: 2005 Account # 09-02756 Bill # 584 Total \$299.52
 Release the value of a mobile home, the Williams Fire (8.25) and the Columbus Rescue (2.75). The home is double listed in the name of Timothy & Christy Hardee.

Release the Property Value in the name of Hardee, Greg Amount: \$114.74
 Value: \$14,710.00 Year: 2004 Account # 09-02756 Bill # 9672 Total \$316.16
 Release the value of a mobile home, the Williams Fire (8.83) and the Columbus Rescue (2.94). The home is double listed in the name of Timothy & Christy Hardee.

Release the Property Value in the name of Hardee, Greg Amount: \$98.38
 Value: \$12,860.00 Year: 2006 Account # 09-02756 Bill # 4614 Total \$301.67
 Release the value of a mobile home, the Williams Fire (7.72) and the Columbus Rescue (2.57). The home is double listed in the name of Timothy & Christy Hardee.

Release the Property Value in the name of Hardee, Greg Amount: \$122.62
 Value: \$15,720.00 Year: 2003 Account # 09-02756 Bill # 0040 Total \$332.63
 Release the value of a mobile home, the Williams Fire (15.72) and the Columbus Rescue (3.14). The home is double listed in the name of Timothy & Christy Hardee.

Release the Property Value in the name of Modern Homes Construction Co. Amount: \$75.80
 Value: \$9,300.00 Year: 2007 Account # 11-17780 Bill # 5356 Total \$83.24
 Release the property value, the Hallsboro Fire (5.58) and Whiteville Rescue (1.86). The property is double listed in the name of Wayford T. Jernigan.

Release the Property Value in the name of Modern Homes Construction Co. Amount: \$52.82
 Value: \$7,600.00 Year: 1999 Account # 11-17780 Bill # 2990 Total \$58.90
 Release the property value, the Hallsboro Fire (4.56) and the Whiteville Rescue (1.52). The property is double listed in the name of Wayford T. Jernigan.

Release the Property Value in the name of Modern Homes Construction Co. Amount: \$54.72
 Value: \$7,600.00 Year: 2000 Account # 11-17780 Bill # 314 Total \$60.80
 Release the property value, the Hallsboro Fire (4.56) and Whiteville Rescue (1.52). The property is double listed in the name of Wayford T. Jernigan.

Release the Property Value in the name of Modern Homes Construction Co. Amount: \$59.28
 Value: \$7,600.00 Year: 2001 Account # 11-17780 Bill # 942 Total \$65.36
 Release the property value, the Hallsboro Fire (4.56) and Whiteville Rescue (1.52). The property is double listed in the name of Wayford T. Jernigan.

Release the Property Value in the name of Modern Homes Construction Co. Amount: \$59.28
 Value: \$7,600.00 Year: 2002 Account # 11-17780 Bill # 2878 Total \$65.36
 Release the property value, the Hallsboro Fire (4.56) and Whiteville Rescue (1.52). The property is double listed in the name of Wayford T. Jernigan.

Release the Property Value in the name of Modern Homes Construction Co. Amount: \$59.28
 Value: \$7,600.00 Year: 2003 Account # 11-17780 Bill # 3493 Total \$65.36
 Release the property value, the Hallsboro Fire (4.56) and Whiteville Rescue (1.52). The property is double listed in the name of Wayford T. Jernigan.

Release the Property Value in the name of Modern Homes Construction Co. Amount: \$59.28
 Value: \$7,600.00 Year: 2004 Account # 11-17780 Bill # 748 Total \$65.36
 Release the property value, the Hallsboro Fire (4.56) and Whiteville Rescue (1.52). The property is double listed in the name of Wayford T. Jernigan.

Release the Property Value in the name of Modern Homes Construction Co. Amount: \$67.89
 Value: \$9,300.00 Year: 2005 Account # 11-17780 Bill # 3760 Total \$75.33
 Release the property value the Hallsboro Fire (5.58) and Whiteville Rescue (1.86). The property is double listed in the name of Wayford T. Jernigan.

Release the Property Value in the name of Modern Homes Construction Co. Amount: \$71.15
 Value: \$9,300.00 Year: 2006 Account # 11-17780 Bill # 4992 Total \$78.59
 Release the property value, the Hallsboro Fire (5.58) and Whiteville Rescue (1.86). The property is double listed in the name of Wayford T. Jernigan.

Release the Property Value in the name of Modern Homes Construction Co. Amount: \$52.82
 Value: \$7,600.00 Year: 1998 Account # 11-17780 Bill # 0828 Total \$58.90
 Release the property value, the Hallsboro Fire (4.56) and the Whiteville Rescue (1.52). The home is double listed in the name of Wayford T. Jernigan.

Release the Property Value in the name of Pridgen Bros Enter. Inc. Amount: \$86.52
 Value: \$10,616.00 Year: 2007 Account # 01-73201 Bill # 9365 Total \$88.64
 Release the business personal value and the Whiteville Rescue. The business closed in 2006.

Release the Property Value in the name of Reaves, Kenneth Amount: \$248.74
 Value: \$30,520.00 Year: 2007 Account # 07-00135 Bill # 0175 Total \$279.26
 Release a portion of the property value, a portion of the Nakina Fire (24.42) and a portion of the Columbus Rescue (6.10). The upstairs in the house is not finished.

Release the Property Value in the name of Shipman, Elise Amount: \$113.29
 Value: \$13,901.00 Year: 2007 Account # 14-13845 Bill # 2764 Total \$127.19
 Release a portion of the property value, a portion of the Welches Creek Fire (11.12) and a portion of the Columbus Rescue (2.78). Billed with incorrect acres.

Release the Property Value in the name of Taylor, Mike Amount: \$20.37
 Value: \$2,500.00 Year: 2007 Account # 01-92073 Bill # 7305 Total \$22.62
 Release a portion of the property value, a portion of the Brunswick Fire (1.75) and a portion of the Whiteville Rescue (.50). Customer charged with two garage's he only has one.

Release the Property Value in the name of Teachey, Iola Amount: \$6.95
 Value: \$1,000.00 Year: 1998 Account # 01-92140 Bill # 1023 Total \$107.87
 Release the value of a mobile home and the Whiteville Rescue. The home burned early 1990's.

Release the Property Value in the name of Teachey, Iola Amount: \$22.58
 Value: \$2,895.00 Year: 2001 Account # 01-92140 Bill # 6094 Total \$190.48
 Release the value of a mobile home and the Whiteville Rescue. The home burned early 1990's.

Release the Property Value in the name of Teachey, Iola Amount: \$6.95
 Value: \$1,000.00 Year: 1999 Account # 01-92140 Bill # 3498 Total \$107.87
 Release the value of a mobile home and the Whiteville Rescue. The home burned early 1990's.

Release the Property Value in the name of Teachey, Iola Amount: \$19.73
 Value: \$2,740.00 Year: 2000 Account # 01-92140 Bill # 5172 Total \$147.31
 Release the value of a mobile home and the Whiteville Rescue. The home burned early 1990's.

Release the Property Value in the name of Ward, Carolyn Amount: \$25.56
 Value: \$3,136.00 Year: 2007 Account # 03-00558 Bill # 9799 Total \$221.68
 Release the value of a mobile home, the Nakina Fire (2.50) and the Columbus Rescue (.62). The home is double listed in the name of Kenneth R. Ward.

Release the User Fee in the name of Batten, Arthur Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 03-00680 Bill # 9153 Total \$193.00
 Release the user fee on a mobile home that is vacant and does not have a trash can.

Release the User Fee in the name of Cartrette, Larry Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 05-01380 Bill # 4276 Total \$193.00
 Release one of two user fees. One trash can has been picked up.

Release the User Fee in the name of Creech, Phyllis Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 14-04003 Bill # 6150 Total \$193.00
 Release the user fee on a old house that is unlivable and does not have a trash can.

Release the User Fee in the name of Donahue, Elizabeth Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 12-04533 Bill # 7530 Total \$193.00
 Release the 2007 user fee that was prepaid.

Release the User Fee in the name of Enzor, Dwayne Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 16-04112 Bill # 8882 Total \$193.00
 Release the user fee. Customer is serviced by a commercial hauler.

Release the User Fee in the name of Godwin, Jake Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 09-10381 Bill # 2305 Total \$193.00
 Release the user fee on a vacant house.

Release the User Fee in the name of Godwin, Larry Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 09-10580 Bill # 2345 Total \$196.00
 Release user fee. Customer using a commercial hauler.

Release the User Fee in the name of Godwin, Larry Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 09-10580 Bill # 2344 Total \$193.00
 Release user fee. Customer using a commercial hauler.

Release the User Fee in the name of Godwin, Larry Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 13-01419 Bill # 2348 Total \$193.00
 Release the user fee on a house that is vacant.

Release the User Fee in the name of Godwin, Wanda Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 13-04258 Bill # 2411 Total \$193.00
 Release the user fee on a vacant house.

Release the User Fee in the name of Hobbs, Thomas Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 13-19440 Bill # 6891 Total \$193.00
 Release the user fee. Customer using a commercial hauler.

Release the User Fee in the name of Hooks, Claude Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 01-42900 Bill # 7116 Total \$193.00
 Release the user fee on a house that is unlivable.

Release the User Fee in the name of Inman, Gene Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 01-04045 Bill # 7800 Total \$386.00
 Release two user fees that are double listed in the same name on a different account number.

Release the User Fee in the name of Inman, Gene Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 02-05140 Bill # 7795 Total \$772.00
 Release all user fees. Customer using a commercial hauler.

Release the User Fee in the name of Inman, Ivery (Heirs) Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 13-04355 Bill # 7830 Total \$193.00
 Release the user fee on a house that is vacant and has no power.

Release the User Fee in the name of Jacobs, George Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 04-08120 Bill # 8276 Total \$193.00
 Release the user fee on a house that is vacant.

Release the User Fee in the name of Lewis, William M. Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 06-04112 Bill # 1395 Total \$193.00
 Release one of two user fee. House is vacant.

Release the User Fee in the name of Long, James Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 03-01610 Bill # 1765 Total \$193.00
 Release the user fee on a old building that is vacant.

Release the User Fee in the name of Nobles, David G. Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 13-29620 Bill # 6663 Total \$193.00
 Release the user fee on a vacant house.

Release the User Fee in the name of North Whiteville Service Center Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 01-03659 Bill # 7159 Total \$193.00
 Release the user fee. Business using a commercial hauler.

Release the User Fee in the name of Peterson, D.J. Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 15-05122 Bill # 8072 Total \$193.00
 Release the user fee on a vacant house.

Release the User Fee in the name of Puckett, John Amount: \$0.00
 Value: \$0.00 Year: 2005 Account # 13-01145 Bill # 8012 Total \$177.00
 Release the user fee on a mobile home that is unlivable.

Release the User Fee in the name of Puckett, John Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 13-01145 Bill # 9292 Total \$193.00
 Release the user fee on a mobile home that is unlivable.

Release the User Fee in the name of Sellers, Norman Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 01-05664 Bill # 2252 Total \$193.00
 Release the user fee on a vacant shop.

Release the User Fee in the name of Smith T.V. Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 07-04404 Bill # 4385 Total \$193.00
 Release the user fee on a house that is vacant.

Release the User Fee in the name of Stephens, Lorie Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 06-36530 Bill # 5959 Total \$196.00
 Release the user fee on a old building that is vacant.

Release the User Fee in the name of Ward, Joyce Amount: \$0.00
 Value: \$0.00 Year: 2006 Account # 09-32220 Bill # 9517 Total \$193.00
 Release the user fee on a house that is vacant and trash can removed.

Release the User Fee in the name of Ward, Joyce Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 09-32220 Bill # 0100 Total \$193.00
 Release the user fee on a vacant house. Trash can has been removed.

Release the User Fee in the name of Whaley, Pearl Amount: \$0.00
 Value: \$0.00 Year: 2007 Account # 03-28920 Bill # 1236 Total \$128.64
 Release a portion of the user fee. The house burned April 1007.

Agenda Item #17: COMMENTS:

Chairman Prevatte opened the floor for comments. The following spoke.

B. Board of Commissioners:

1. **Amon E. McKenzie:** stated the following:
 - A. I would like to thank the Sheriff's Department and all our Rescue personnel for the fine job they did during the latest tragedy we had here in Columbus County;
 - B. I would also like to thank them for the fine job they do in all the tragedies here in the County; **and**
 - C. We are very fortunate to have these fine and dedicated people.
2. **Sammie Jacobs:** stated that our hearts are heavy with the loss of an employee at Social Services, and asked if Ms. Fry would like to address this matter.

Linda Fry: stated the following:

- A. Jackie Bellamy has been with the Department of Social Services for twenty-three (23) years;
 - B. At the December 5, 2007 Staff Meeting, she got sick, and ended up that very day in New Hanover Memorial Hospital;
 - C. She underwent surgery and never recovered;
 - D. She passed on Saturday at 4:00 A.M.; **and**
 - E. Services will be on Wednesday, at 12:00 Noon.
3. **Ronald Gore:** stated the following:
 - A. With Ms. Fry and some of her employees present, I would like to recognize and thank them for their efforts in saving the County many dollars in travel;
 - B. For the months of September, October and November, on out-of-town travel, room, meals, etc., they saved the County \$7,700.00, which is a 60% savings;
 - C. On other travel, due to revamping, etc, they saved the County \$5,700, which is a 31% savings;
 - D. During this time frame, they have saved the County between \$13,000.00 and \$15,000.00 in travel; **and**
 - E. They should be thanked for their diligent efforts in saving the County money on travel.
 4. **Bill Memory:** stated the following:
 - A. One of our Department Heads has turned in her notice of retirement which is Carol Worrell, Parks and Recreation Director;
 - B. She has been here many years and has worked very hard;
 - C. I would like to thank you for all of your time, dedication and hard work; **and**
 - D. You will surely be missed.
 5. **James E. Prevatte:** stated the following:
 - A. I would like to call your attention to the Workshop on January 14, 2008, at 6:30 P.M., and the purpose of this Workshop is to discuss the Rules of Procedure for our meetings and to discuss some areas of the Personnel Manual;
 - B. Commissioner Jacobs appointed a committee back in November to look at what our plans were, which direction we are going in, and the strategies for coming up with some of those things relative the Courthouse;
 - C. Those Commissioners appointed to this committee were Commissioner Jacobs, Commissioner Norris and Commissioner Gore; **and**

D. I would like to have a report at our next meeting.

Commissioner Jacobs stated the committee had met with various judges and they do have a couple of suggestions to make, and will deliver an update to the Board at the next meeting.

RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11 (3) ATTORNEY-CLIENT PRIVILEGE and (6) PERSONNEL:

At 7:55 P.M., Vice Chairman Memory made a motion to recess Regular Session and enter into Closed Session in Accordance with N.C.G.S. § 143-318.11 (3) Attorney-Client Privilege and (6) Personnel, seconded by Commissioner Norris, with a five (5) minute recess. The motion passed unanimously.

Agenda Item #18: CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11 (3) ATTORNEY-CLIENT PRIVILEGE and (6) PERSONNEL:

No official action was taken.

ADJOURN CLOSED SESSION and resume REGULAR SESSION:

At 9:06 P.M., Commissioner Bullard made a motion to adjourn Closed Session and resume Regular Session, seconded by Commissioner Gore. The motion passed unanimously.

Agenda Item #19: ADJOURNMENT

At 9:07 P.M., Commissioner McKenzie made a motion to adjourn, seconded by Commissioner Gore. The motion passed unanimously.

APPROVED:

JUNE B. HALL, Clerk to Board

JAMES E. PREVATTE, Chairman

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V
COMBINATION BOARD MEETING**

**Monday, January 07, 2008
7:43 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 Districts I, II, III IV and V Board.

COMMISSIONERS PRESENT:

James E. Prevatte, **Chairman**
Bill Memory, **Vice Chairman**
Amon E. McKenzie
Sammie Jacobs
Lynwood Norris
Ricky Bullard
Ronald Gore

APPOINTEES PRESENT:

Leo Hunt, **Interim County Manager**
Steven W. Fowler, **County Attorney**
June B. Hall, **Clerk to Board**

APPOINTEE ABSENT:

Bobbie Faircloth, **Deputy Finance Officer**

MEETING CALLED TO ORDER:

At 7:43 P.M., Chairman Prevatte called the Columbus County Water and Sewer Districts I, II, III , IV and V **Combination** Board Meeting to order.

Agenda Item 14: COLUMBUS COUNTY WATER and SEWER DISTRICTS BOARD MEETING MINUTES APPROVAL:

December 17, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**).

Commissioner Jacobs made a motion to approve the December 17, 2007 Columbus County Water and Sewer Districts I, II, III, IV and V **Combination** Board Meeting Minutes, as recorded, seconded by Commissioner McKenzie. The motion unanimously passed.

ADJOURNMENT:

At 7:45 P.M., Commissioner Norris made a motion to adjourn, seconded by Commissioner Jacobs. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

JAMES E. PREVATTE, Chairman

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APPOINTEES PRESENT:

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June B. Hall, **Clerk to Board**

APPOINTEE ABSENT:

Bobbie Faircloth, **Deputy Finance Officer**

MEETING CALLED TO ORDER:

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ADJOURNMENT:

At 7:45 P.M., Commissioner Norris made a motion to adjourn, seconded by Commissioner Jacobs. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

JAMES E. PREVATTE, Chairman

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