

**COLUMBUS COUNTY BOARD OF COMMISSIONERS****April 20, 2009****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 third Monday.

**COMMISSIONERS PRESENT:**

James E. Prevatte **Chairman**  
 Ricky Bullard, **Vice Chairman**  
 Amon E. McKenzie  
 Giles E. Byrd  
 Edwin Russ  
 Lynwood Norris  
 Ronald Gore

**APPOINTEES PRESENT:**

William S. Clark, **County Manager**  
 June B. Hall, **Clerk to Board**  
 Bobbie Faircloth, **Finance Officer**

**APPOINTEE ABSENT:**

Steven W. Fowler, **County Attorney**

**6:30 P.M.****PUBLIC HEARING:****2006 Community Development Block Grant Funding Close-Out:**

the purpose of this Public Hearing is to receive views and opinions from the citizens of Columbus County with regard to the close-out of the 2006 Community Development Program.

**PUBLIC HEARING OPENED:**

At 6:30 P.M., Chairman Prevatte called the Public Hearing to order and stated the purpose of this Public Hearing is to receive views and opinions from the citizens of Columbus County with regard to the close-out of the 2006 Community Development Program. Chairman Prevatte opened the floor for comments.

No comments were received.

**PUBLIC HEARING CLOSED:**

At 6:31 P.M., Commissioner Norris made a motion to close the 2006 Community Development Block Grant Funding Public Hearing, seconded by Commissioner Russ. The motion unanimously passed.

**6:33 P.M.****REGULAR SESSION****Agenda Items #1, #2 and #3:****MEETING CALLED to ORDER, INVOCATION and PLEDGE of ALLEGIANCE:**

At 6:33 P.M., Chairman James E. Prevatte called the April 20, 2009 Columbus County Board of Commissioners Regular Session Meeting to order. The invocation was delivered by Commissioner Ronald Gore. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Vice Chairman Bullard.

**AMENDMENT of AGENDA:**

Chairman Prevatte requested the April 20, 2009 Agenda be amended to include a Closed Session in accordance with N.C.G.S. § 143-318.11 (6) Personnel.

Commissioner McKenzie made a motion to amend the April 20, 2009 Agenda to include a Closed Session in accordance with N.C.G.S. § 143-318.11 (6) Personnel, seconded by Commissioner Norris. The motion unanimously passed.

**Agenda Item #4: BOARD MINUTES APPROVAL:**

Commissioner Norris made a motion to approve the March 16, 2009 Regular Session Board Meeting Minutes, seconded by Commissioner Gore. The motion unanimously passed.

**Agenda Item #5: PUBLIC INPUT:**

Chairman Prevatte opened the floor for public input. The following spoke:

**Robert Adams (private citizen):** stated the following:

1. I would like to address private agencies wanting to buy out Columbus County's Home Health and Aging services;
2. I talk to a lot of citizens within the County and I have discovered there is a distinct lack of caring with the private agencies that run home health and aging services;
3. I serve proudly on committees that are for the aging in Columbus County and wherever I go, I am proud to represent the aging services that we have here in this county;
4. The quality of service that the Columbus County Home Health and Aging Department delivers supercedes any of the service delivered by a private agency;
5. The private agencies are out for the dollar and not to deliver quality service; **and**
6. I encourage this Board not to consider selling the Columbus County Home Health or Aging services for the sake of our elderly.

**Agenda Item #6: CDBG CLOSE-OUT of CONCENTRATED NEEDS GRANT # 06-C-1507:**

Floyd Adams, The Adams Company, Incorporated, requested the Board to close the CDBG Grant #06-C-1507 out. The required Public Hearing was conducted at 6:30 P.M. on this day.

Vice Chairman Bullard made a motion to close the Concentrated Needs Grant # 06-C-1507, seconded by Commissioner Byrd. The motion unanimously passed.

**Agenda Item #7: INDUSTRIAL FACILITIES and POLLUTION CONTROL FINANCING AUTHORITY - APPROVAL of:**

- A. **SCHEDULE a PUBLIC HEARING for MAY 04, 2009, at 6:30 P.M., on the ISSUANCE of NON-RECOURSE BONDS for the BENEFIT of the COMPANY; and**
- B. **RATIFY PUBLIC NOTICE of HEARING.**

Brenton Jeffcoat, Bond Counsel to the Columbus County Industrial Facilities and Pollution Control Financing Authority, requested Board approval of the following:

- A. Schedule a public hearing for May 04, 2009, at 6:30 P.M., on the issuance of non-recourse bonds for the benefit of the Company; **and**
- B. Ratify public notice of hearing.

Lionel Todd, Chairman of the Columbus County Industrial Facilities and Pollution Control Financing Authority, stated the following:

1. I am here tonight to ask for something that will not cost Columbus County any money;
2. This request is on the behalf of International Paper and they will pay for everything;
3. International Paper is the biggest employer in Columbus County, and they employ seven hundred fifty (750) people, and has not had to lay any employees off during this tough economic time;
4. They are requesting that a \$12 million bond be approved;
5. The first \$6.6 million Bond will be used for an Environmental Implementation Bond;
6. The remainder of the \$12 million will be spent down the road;
7. This process requires that a public hearing be conducted for the citizens to be given an opportunity to express their views for or against the proposal to issue the Bonds;
8. We are requesting that a public hearing be scheduled for May 04, 2009, at 6:30 P.M.; **and**
9. In order for the legally required fourteen (14) days notice for this hearing to be met, this notice had to be published previous to this meeting, and we are requesting the Board to ratify the public notice of hearing.

Commissioner Byrd made a motion to schedule a public hearing for May 04, 2009, at 6:30 P.M., on the issuance of non-recourse bonds for the benefit of International Paper, and ratify public notice of hearing, seconded by Commissioner McKenzie. The motion unanimously passed.

**Agenda Item #8: PRESENTATION - REVENUE GENERATION RECOMMENDATION:**

Stephen M. Smith, MPH, President of Interim Healthcare of The Eastern Carolinas,

Incorporated, presented the following information on the Medicare-certified Home Health Agency.

1. I am here tonight to request that the Board give consideration for a feasibility study to be done on their Home Health services in the area of continuing these services or selling them;
2. Columbus County has a significant asset in their Home Health services;
3. You have to have a Certificate of Need to deliver Home Health services which you have to pay a fee for;
4. Columbus County has an under-developed asset with their Home Health services
5. I sold my agency in Fayetteville four (4) years ago;
6. Since 1996, Columbus County has been under contract with Home Health Care Plus; **and**
7. Home Health services is extremely regulated and is a private sector business.

Kimberly Smith, Columbus County Health Director, stated the following:

1. North Carolina has thirty-eight (38) Home Health agencies which are Medicare certified and Health Department based;
2. Private agencies are not doing indigent care;
3. Private agencies will cherry pick their clients by their medical condition and ability to pay;
4. Our Home Health cost is the lowest in the state;
5. Our Home Health Agency is making money from Medicare; **and**
6. The Home Health scores are not where they should be, but we are diligently working to improve them.

Chairman Prevatte thanked Mr. Smith for his presentation

Commissioner Byrd stated that he will not visit the issue of selling the Columbus County Home Health Agency.

**Agenda Item #9: FARMERS MARKET - CONVEYANCE OF PROPERTY:**

Lindy H. Schuman, Vice Chairman of the Columbus County Community Farmers Market, requested the Board to convey the 2.56 acre tract of county property to the Columbus County Community Farmers Market. Mr. Shuman stated the following:

1. The Farmers Market has brought three hundred thousand and 00/100 (\$300,000.00) dollars into Columbus County through grants we have applied for and received;
2. Our lenders are overly concerned when we apply for these funds that we do not own this property, or we do not have a longer term lease;
3. The present lease we are under is a seven (7) year lease with the option to renew for three (3) more years;
4. This two and 56/100 (2.56) acres tract can be conveyed to the Farmers Market through a reversal clause;
5. There is a phrase in the present lease which has become a big heartburn for the Farmers Market when we apply for grants, and that phrase is as follows "become property of county";
6. When our lenders see this clause, they are very hesitate to award any sizable grants to the Farmers Market; **and**
7. If Columbus County would convey this property to the Farmers Market through a reversal clause, or give us a longer term lease, we would be eligible to apply for larger grants to help with the expansion we are doing.

After a lengthy discussion, Commissioner Gore made a motion for the Board to **not** convey the 2.56 acre tract of county property to the Columbus County Community Farmers Market, but to entertain the extension of the lease after the ten (10) year period of the existing lease, seconded by Commissioner McKenzie. The motion unanimously passed.

**Agenda Item #10: PUBLIC TRANSPORTATION - ESTABLISHMENT OF DATE FOR PUBLIC HEARING:**

Charles Patton, Public Transportation Director, requested the Board to establish the date of May 04, 2009 for a public hearing for the administration of funds for the Stimulus Package. Mr. Patton stated the following:

1. The Stimulus Package money has flowed down from the North Carolina Department of Transportation;
2. It has been determined that the money we get annually will come from the Stimulus Package

- money and will not require the usual ten (10%) percent match;
- 3. We will be required to hold this additional public hearing because of the money coming from the Stimulus Package; **and**
- 4. I am requesting the Board to establish May 04, 2009 as the Public Hearing date.

Commissioner Russ made a motion to establish the date of May 04, 2009, at 7:00 P.M., for a public hearing for the administration of funds for the Stimulus Package for Columbus County Public Transportation, seconded by Commissioner Norris. The motion unanimously passed.

**Agenda Item #11: SOLID WASTE - DISCUSSION and APPROVAL of the IMPLEMENTATION of NEEDED REPAIRS and MAINTENANCE PLAN:**

Kip McClary, Solid Waste Director, requested Board approval of the needed repairs and maintenance plan at the Columbus County Landfill. Mr. McClary stated the following:

1. In 1998, the landfill was closed per the State's requirement. A twenty-four (24") inch clay cap was installed and topped with six (6") inches of topsoil and seeding was done for vegetative cover;
2. Initial inspections done by the State indicated that the work was done per the State's recommendations;
3. The County is required by the State to maintain the site per their regulations for thirty (30) years from the date of closure;
4. Annual inspections performed by the State following the closure gave suggestions for work needing to be done, but nothing major was found until February 2008;
5. In February 2008, the County was cited by the NCDENR for leachate flowing from the berm, unvegetated bare spots on the slopes and erosion of the berm cover;
6. As a result of the citation, a contractor was hired and immediate repairs were made;
7. The County has been fined by the State for the leachate escape in 2008, and we are in the process of contesting the fine;
8. At present, more inspections have been performed by myself and other staff along with Soil and Water Conservation, Agriculture Extension Service, and a consultant recommended by them who specializes in landfill berms, and all are in agreement that we have some extensive repairs to do to bring the landfill berm back up to optimum condition;
9. As much as eight (8) acres of the berm's surface needs to be repaired with topsoil to re-establish vegetation, several areas of erosion need to be repaired with clay fill and the perimeter inspection road need to be repaired, and access to the monitoring wells needs to be established and maintained;
10. Following the immediate repairs needed, a maintenance plan needs to be implemented which will facilitate annual maintenance of the facility keeping it in optimum condition and thus avoiding future fines by the State.

After questions from the Board were presented to Mr. McClary, he stated the following information for clarity:

1. I have contacted the Department of Transportation and they have agreed to dump the ditch cleaning and top soil material at the Landfill when they are working in the Whiteville area;
2. We have the clay needed onsite, but we do not have any topsoil;
3. My estimate is that we will need four thousand eight hundred (4,800) cubic yards of top soil to do what is needed;
4. The Department of Corrections will provide inmate labor for some of the hand work;
5. My initial estimate of the cost will two hundred thousand and 00/100 (\$200,000.00) dollars which will be derived as follows:
 

\$91,000	Fuel Surcharge (Waste Management)
\$60,000	Contingency Fund
Balance	In Upcoming Proposed Budget;
6. The two hundred thousand and 00/100 (\$200,000.00) dollars will include materials needed, equipment, top soil, seeds, fertilizer and an irrigation system; **and**
7. Buy the necessary equipment for the repair work and to be used for maintenance work.

After discussion was conducted relative to the sizable expenditure at this time, it was the general consensus of the Board to table this Agenda item until the May 04, 2009 Meeting to give Mr. McClary time to prepare a breakdown of expenditures, and allow for a site visit to the Landfill by the Board members and the Clerk to the Board.

Commissioner Byrd made a motion to table this Agenda item until the May 04, 2009 Board Meeting to allow time for a breakdown of all expenditures and a site visit to the Landfill, seconded by Vice Chairman Bullard. The motion unanimously passed.

**Agenda Item #12: REGISTER OF DEEDS - DEPARTMENTAL UPDATE:**

The Honorable Kandance Whitehead, Columbus County Registrar, delivered the following departmental update to the Board.

**Daily Fee Collection and Deposit Report January - April (Three -3- Years)**

ACCOUNT	2007 QTY	2008 QTY	2009 QTY	2007 AMT	2008 AMT	2009 AMT
Flood Plain Mapping	N/A	N/A	440	N/A	N/A	4,400
Childrens Trust Fund	111	98	117	2,775	2,450	2,925
Excise Stamp Collection	388	300	189	81,492	37,102	26,547
Registration Fees	2941	2,736	2,128	66,293	53,916	41,488
Certificate and Seal	255	166	227	23,516	20,508	23,276
Marriage License	111	98	117	2,775	2,450	2,925
Miscellaneous Revenue	4287	3,093	4001	3,666.25	3,059.50	2,767.25

**TOTAL DEPOSIT:** \$180,517.25 \$119,485.50 \$104,328.25

The Honorable Kandance Whitehead stated the following:

1. The total deposit has steadily declined since 2007 and that is due to the state of the present economy;
2. We are in the process of getting our old records in the computer system;
3. The restoration of our old books is progressing nicely; **and**
4. We are staying busy.

**Agenda Item #13: TAX - PRESENTATION OF NEW WAY OF BILLING TAX NOTICES:**

Richard Gore, Tax Administrator, presented the following information on a new way of billing tax notices. Mr. Gore state the following:

1. The cost of the new way of mailing tax notices from the Tax Office and the proposed cost from Southern Imaging is as follows:

First and second notices:	Columbus County Tax Office	\$25,391
	Southern Imaging	<u>\$24,580</u>
	<b>Cost Savings:</b>	<b>\$811</b>
Vehicle Notices (Year)	Columbus County Tax Office	\$25,248
	Southern Imaging	<u>\$26,438</u>
	<b>Added Cost:</b>	<b>(1,190)</b>

**TOTAL ANNUAL COST:**

<b>Columbus County Tax Office</b>	<b>\$50,639</b>
<b>Southern Imaging</b>	<b><u>\$51,018</u></b>
<b>ADDED COST:</b>	<b>\$379</b>

2. The new system will be in an enclosed envelope;
3. The post office is getting very particular about the size of the material that is being mailed;
4. This price includes labor and materials;
5. By the year 2009, the vehicle notices may be eliminated if the state enacts the new legislation that is being proposed; **and**
6. Several counties across the State are using this company.

Commissioner Gore made a motion to approve the new way of billing tax notices, seconded by Commissioner Russ. The motion unanimously passed.

**Agenda Item #14: ECONOMIC DEVELOPMENT - APPROVAL of RESOLUTION AUTHORIZING SUBMITTAL of INDUSTRIAL DEVELOPMENT FUND UTILITY ACCOUNT APPLICATION:**

Justin Smith, Economic Development Director, requested Board approval of the submittal of this application, by the following Resolution, to provide water infrastructure for the International Logistics Park of North Carolina.

**RESOLUTION**

**BE IT RESOLVED**, that a grant from the Department of Commerce, through the Columbus County Water and Sewer District IV - County of Columbus, be made to assist the Brunswick-Columbus Internal Park water improvement project; **and**

**BE IT FURTHER RESOLVED**, that Columbus County will administer this grant in accordance with the rules and regulations of the Department of Commerce; **and**

**BE IT FURTHER RESOLVED**, that the County will administer this grant through the County Finance Office; **and**

**BE IT FURTHER RESOLVED**, that the grant will be monitored quarterly to assure compliance with this proposal and the Department of Commerce regulations; **and**

**BE IT FURTHER RESOLVED**, that the amount of the grant application will be five hundred thousand and 00/100 (\$500,000.00) dollars.

**APPROVED and ADOPTED** this the 20<sup>th</sup> day of April, 2009.

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**  
/s/ **JAMES E. PREVATTE, Chairman**

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

Mr. Smith stated the following:

1. We are working to attract businesses that would occupy distribution centers in the Logistics Park;
2. Although, water is not important to the actual process, it is very important that they have enough water for fire suppression;
3. We would like to serve this Logistics Park from Water District IV;
4. There are two (2) modifications that we would like for Water District IV as follows:
  - A. Increase the size of the two hundred thousand (200,000) gallon water tank to a five hundred thousand (500,000) gallon water tank; and
  - B. Extend a sixteen (16") inch water main from the tank to the park;
  - C. The estimates from Leo Green are for those two (2) activities would cost seven hundred forty-nine thousand, seventy-four and 00/100 (\$749,074.00) dollars.
  - D. It has already been reserved, a grant in the amount of forty thousand and 00/100 (\$40,000.00) dollars from the North Carolina Rural Center;
  - E. I am asking you to approve a Resolution that would allow us to apply for five hundred thousand and 00/100 (\$500,000.00) dollars from the North Carolina Department of Commerce, Industrial Development Fund;
  - F. That would be a total of five hundred forty thousand and 00/100 (\$540,000.00) dollars, leaving a shortfall of two hundred twenty-four thousand and 00/100 (\$224,074.00) dollars.
  - G. Our grant writer and advisor, Skip Green, for this project has advised us that we are tapping all the grant sources that we can at this time;
  - H. What we really need to be able to prove is job creation, and we are working with one (1) project in particular, Project Mountaineers that could make a decision about where they are going to locate their facility as early as next month;
  - I. If this company should decide to locate in the International Logistics Parks, then we



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

WHEREAS, CORPORATION serves as a special tax or fee district created by the Board of Commissioners of Columbus County, North Carolina (hereinafter "COMMISSIONERS") under N.C.G.S. § 69-25.4, hereby attached and incorporated by reference; and

WHEREAS, CORPORATION 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") and/or other lending institutions for a loan; and

WHEREAS, the COUNTY levies and collects the taxes and/or fees and is responsible for appropriating said funds for the use and benefit of the citizens in the  
Service Response District; and

WHEREAS, the COUNTY desires to grant a long-term contract to enable CORPORATION to make long-range plans; and

WHEREAS, the COUNTY desires to standardize all its arrangements with CORPORATION in the COUNTY and, to that end, both parties enter into this contractual relationship.

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.

- A. CORPORATION agrees to file with Columbus County Emergency Services, to be forwarded to the County Manager, a true copy of its Articles of Incorporation and existing bylaws. Any changes made thereto shall be filed immediately.
- B. CORPORATION agrees to adopt bylaws which meet any and 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.
- C. It is understood there will be a vesting in a Board of Directors for CORPORATION. The CORPORATION's Board of Directors (hereinafter "BOARD") will have the authority to manage the affairs of CORPORATION without a vote of the membership to the extent permitted by N.C.G.S. Chapter 55A, the North Carolina Nonprofit Corporation Act.
- D. The Articles of Incorporation and the bylaws of CORPORATION shall require membership to be composed of authorized members as allowed by the licensing agencies of North Carolina State government.

### 2. Disbandment.

- A. CORPORATION recognizes that the citizens of Columbus County, North Carolina have contributed as a whole to the financial support of CORPORATION through Columbus County tax dollars.
- B. In the event CORPORATION should either voluntarily or involuntarily disband and/or cease to exist and/or lose North Carolina certification for whatever reasons, then CORPORATION acknowledges that the citizens of Columbus County have an interest in the assets of the CORPORATION.
- C. In such event, all of the assets of CORPORATION shall be disbursed with the written approval of the COMMISSIONERS and in accordance with any relevant Internal Revenue Code Regulations to a similar type organization or organizations within the boundaries of Columbus County to be selected by CORPORATION, subject to said written approval by the COMMISSIONERS.



3. Term of Contract.
  - A. The term of this Contract shall be for ten (10) calendar years from the date of signing by the Chairman of the COMMISSIONERS, subject to prior termination pursuant to this Contract and its FHA loan provision.
  - B. This Contract will automatically renew for a five (5) calendar year period on the ten-year anniversary of the signature of the Chairman of the COMMISSIONERS. This Contract will continue to automatically renew for five (5) calendar year periods on each successive anniversary of the signature of the Chairman of the COMMISSIONERS. Any automatic renewal of this Contract is subject to one party notifying the other of its desire to terminate said Contract, in writing, six (6) calendar months before the anniversary of any renewal date.
4. Non-exclusive Contract. This Contract is non-exclusive. COUNTY reserves the right to contract with other fire, rescue and/or emergency medical and ambulance service providers to perform same or similar duties during the term of this Contract in the event the terms and conditions of this Contract are not met.
5. Independent Contractor.
  - A. CORPORATION acknowledges that, by entering into this Contract and providing services, CORPORATION is acting at all times as an independent contractor.
  - B. Neither CORPORATION 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.
  - C. CORPORATION shall be solely responsible for payment of all required State and Federal taxes and/or fees PROVIDED, HOWEVER, that CORPORATION shall provide such documentation as COUNTY deemed necessary by COUNTY to meet any and all federal and state tax guidelines regarding employment contract employees.
  - D. As such independent contractor, CORPORATION 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. CORPORATION, under this Contract, shall not utilize any subcontractors for carrying out any fire-fighting, rescue, emergency services or any reasonably-related or determinable public safety or assistance to be performed under this Contract without written notification to COUNTY prior to any subcontractor's work or preparations for work.
7. Indemnity.
  - A. CORPORATION shall indemnify and hold COUNTY, its agents and employees, harmless against any loss and all claims, demands, causes of action, 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 CORPORATION hereunder, resulting from the negligence of or the willful act or omission of CORPORATION, its agents, employees and subcontractors.
  - B. COUNTY hereby agrees it shall indemnify and hold CORPORATION harmless, to the extent of the law, 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. CORPORATION shall purchase and maintain, at all times for the full duration of this Contract, 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. CORPORATION shall maintain, at all times for the full duration of this Contract, professional liability insurance providing liability limits of a minimum amount of ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00) annual aggregate. CORPORATION shall have its insurance agent furnish COUNTY a certificate of insurance evidencing the existence of such coverage and providing for thirty (30) calendar days' notice of any material change in coverage.
  - B. Workers Compensation and Employers Liability Insurance. CORPORATION shall purchase and maintain, at all times for the full duration of this Contract, workers compensation and employers liability insurance coverage for all of CORPORATION'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. CORPORATION shall purchase and maintain, at all times for the full duration of this Contract, 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.
- A. Before commencing work under this Contract, or within thirty (30) calendar days thereafter, both parties hereto shall furnish to each other any certificates of insurance required pursuant to this Contract. 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) calendar days written notice has been received by County."*
  - B. Notification of any cancellation, modification, amendment or material change as to insured entity, loss payee or coverage to this insurance policy must be given in writing within thirty (30) calendar days to the Columbus County Manager under the notices section of this Contract.
10. Nondiscrimination. CORPORATION 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. CORPORATION and/or CORPORATION's employees, agents and/or assigns shall possess and maintain minimum qualifications set forth by the State of North Carolina for the duration of this Contract.
12. Equipment/Personnel. CORPORATION shall provide the necessary equipment and personnel for furnishing adequate fire protection, rescue services, and/or 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/or Columbus County EMS System Plan to the \_\_\_\_\_ Service Response District, in an efficient and workmanlike manner.
13. Budgeting Procedures.
- A. CORPORATION hereby agrees to comply with COUNTY budgeting procedures and other procedures provided for by North Carolina Law and agrees to submit budget estimates to the COMMISSIONERS on the standard forms used by COUNTY departments.
  - B. CORPORATION also agrees to use standard line items for accounting devised or

consented to by the COUNTY Accountant.

14. **Budget Submission Deadline.** CORPORATION will provide to COUNTY Emergency Services its next fiscal year budget no later than June 1st for the next COUNTY fiscal year.
15. **Records Inspection.** It is agreed that the COUNTY may inspect all books and accounts in regards to CORPORATION with five (5) working days' prior notice to CORPORATION. It is further agreed that CORPORATION will present to the 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.**
  - A. This Contract shall be contiguous for any term specified in any FHA loan(s) with CORPORATION.
  - B. This Contract may be renewed or extended for such term or terms as may be agreed upon by the parties hereto, provided the tax or fee 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 COMMISSIONERS. In the event of non-appropriation of funds by the 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 CORPORATION on thirty (30) calendar 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. **Exclusive Use of Funds.** All funds paid to CORPORATION by the COUNTY shall be used exclusively to provide fire protection, rescue services and/or emergency medical and ambulance services within the \_\_\_\_\_ Service Response District, and to pay legitimate related expenses, including principal and interest payments on any loan made by FHA or other lending institution.
19. **Payment of Special Taxes.** All taxes, current and delinquent, as they are collected by the COUNTY, shall be paid to CORPORATION on a monthly basis.
20. **Separate Fund.** A special or separate fund shall be maintained by the COUNTY for funds collected as a result of said special taxes. An adequate record of funds collected and disbursed as a result of said special taxes shall be maintained by the COUNTY. The COUNTY's Tax Office will provide CORPORATION with a printed report of the status of taxes collected on an annual basis to be received by the CORPORATION not later than May 1st each calendar year.
21. **Additional Funding.**
  - A. In addition to the special taxes, the COUNTY will also contribute the minimum sum of:
    - (1) Sixteen Thousand Six Hundred Ninety-Four and 00/100 Dollars (\$16,694.00) to CORPORATION if providing fire and emergency medical and ambulance services for this fiscal year and will re-evaluate the said amount in each fiscal year from this date forward; or
    - (2) Ten Thousand Five Hundred Forty-Three and 00/100 Dollars (\$10,543.00) to CORPORATION if providing only fire or emergency medical and ambulance services for this fiscal year and will re-evaluate the same amount in each fiscal year from this date forward.
  - B. Additional funding will be provided by a billing service for all patients and/or services.

- C. Nothing within this Contract shall prohibit CORPORATION from soliciting any insurance source available to CORPORATION for payment of the performance of its duties under this Contract.
- 22. Donations. Nothing within this Contract shall prohibit CORPORATION from soliciting charitable donations or conducting fund-raising to solely benefit CORPORATION.
- 23. Penalties. CORPORATION and the COUNTY acknowledge and agree to the penalties provisions as shown in the “Penalties Exhibit,” attached hereto and incorporated herein by reference.
- 24. Mutual Aid. CORPORATION will provide mutual aid to any county department that requests assistance through recognized communication procedures, provided personnel and/or resources are available from CORPORATION.
- 25. Binding Effect. This Contract shall be binding upon the parties hereto, their successors, executors, administrators and assigns.
- 26. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Contract.
- 27. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.
- 28. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.
- 29. 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 Manager
  - 111 Washington Street, Second Floor
  - Whiteville, North Carolina, 28472  
  - To CORPORATION :**
  - \_\_\_\_\_
  - \_\_\_\_\_
- 30. 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.
- 31. Modifications. This Contract shall not be modified or otherwise amended except in writing and signed by the parties.
- 32. Termination.
  - A. 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) calendar days prior to termination. This section is pursuant to other termination provisions of this document including, but not limited to, paragraphs 3 (Term of Contract) and 16 (Farmers Home Administration). Net payment shall be appropriated at the date of termination.
  - B. In the event that the CORPORATION is found negligent by an initial judicial determination, the COUNTY may terminate this Contract immediately.
- 33. Specific Provisions and Services Provided. CORPORATION will provide the specific services shown on the Exhibit(s), attached hereto and incorporated herein by reference, which also details provisions specific to those services.

- 34. Peer Review Committee. COUNTY and the Fire/Emergency Medical Association shall jointly establish two (2) PEER REVIEW COMMITTEES (one for Fire and one for Emergency Medical), each of which shall be empowered, but not limited, to investigate any and all complaints for non-performance or improper performance of Contract Services; recommend any appropriate disciplinary action; and assess penalties.
- 35. Entire Contract. The terms and provisions herein contained, including the exhibits attached hereto and incorporated herein by reference, 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 CORPORATION.
- 36. Full Disclosure.
  - A. It is hereby understood by each and every Party to this Agreement that this Agreement and its terms are fair and reasonable to the Parties here undersigned and are fully disclosed and transmitted, in writing, to each Party to this Agreement in a manner that should reasonably be, or have been, understood by each Party; and
  - B. It is hereby understood by each and every Party to this Agreement that each Party is advised by this section, in writing, that each Party may seek the advice of an independent Attorney at Law of their own autonomous choice and each Party is hereby given reasonable opportunity and time to seek said advice; and
  - C. It is hereby understood, that each Party to this Agreement hereby consents, in writing, to the terms of this Agreement.

IN WITNESS WHEREOF, COUNTY has caused this instrument to be executed, in duplicate originals, by the Chairman of the COMMISSIONERS and attested by the Clerk of the COMMISSIONERS, and by the Chairman of CORPORATION's Board of Directors, attested by its secretary and its corporate seal hereto affixed, all by order of the respective BOARDS duly given.

COLUMBUS COUNTY

By: \_\_\_\_\_  
 James Prevatte, Chairman  
 Columbus County Board of Commissioners

Attested:

\_\_\_\_\_  
 June B. Hall  
 Clerk to the Board

NAME OF CORPORATION

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Chairman  
 CORPORATION Board of Directors

Attested:

\_\_\_\_\_  
 Secretary

Approved as to form:

\_\_\_\_\_  
 Columbus County Attorney

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

\_\_\_\_\_  
 Columbus County Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

This \_\_\_\_ day of \_\_\_\_\_, 2009, personally came before me, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

This \_\_\_\_ day of \_\_\_\_\_, 2009, personally came before me, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, \_\_\_\_\_, who being by me duly sworn, says that (s)he is acquainted with \_\_\_\_\_, who is Chairman of \_\_\_\_\_ Board of Directors, and that (s)he is the Secretary of said \_\_\_\_\_ Board of Directors, and saw the Chairman sign the foregoing instrument by order of said Board.

WITNESS my hand and official seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**RELATED NORTH CAROLINA GENERAL STATUTES EXHIBIT**  
**This section is incorporated by reference to the Contract between**  
**Columbus County Board of Commissioners and**  
**dated \_\_\_\_\_**

**§ 69 25.5. Methods of providing fire protection.**

Upon the levy of such tax, the board of county commissioners shall, to the extent of the taxes collected hereunder, provide fire protection for the district –

- (1) By contracting with any incorporated city or town, with any incorporated nonprofit volunteer or community fire department, or with the Department of Environment and Natural Resources to furnish fire protection, or
- (2) By furnishing fire protection itself if the county maintains an organized fire department, or
- (3) By establishing a fire department within the district, or
- (4) By utilizing any two or more of the above listed methods of furnishing fire protection. (1951, c. 820, s. 5; 1973, c. 1262, s. 86; 1977, c. 771, s. 4; 1989, c. 727, s. 218(11); 1997 443, s. 11A.119(a).)

**§ 153A 233. Fire fighting and prevention services.**

A county may establish, organize, equip, support, and maintain a fire department; may prescribe the duties of the fire department; may provide financial assistance to incorporated volunteer fire departments; may contract for fire fighting or prevention services with one or more counties, cities, or other units of local government or with an agency of the State government, or with one or more incorporated volunteer fire departments; and may for these purposes appropriate funds not otherwise limited as to use by law. The county may also designate fire districts or parts of existing districts and prescribe the boundaries thereof for insurance grading purposes. (1945, c.

244; 1973, c. 822, s. 1; 1977, c. 158.)

**§ 69 25.4. Tax to be levied and used for furnishing fire protection.**

(a) If a majority of the qualified voters voting at said election vote in favor of levying and collecting a tax in said district, then the board of county commissioners is authorized and directed to levy and collect a tax in said district in such amount as it may deem necessary, not exceeding ten cents (10¢) on the one hundred dollars (\$100.00) valuation of property in said district from year to year, and shall keep the same as a separate and special fund, to be used only for furnishing fire protection within said district, as provided in G.S. 69 25.5.

Provided, that if a majority of the qualified voters voting at such elections vote in favor of levying and collecting a tax in such district, or vote in favor of increasing the tax limit in said district, then the board of county commissioners is authorized and directed to levy and collect a tax in such districts in such amount as it may deem necessary, not exceeding

NCGS 1

fifteen cents (15¢) on the one hundred dollars (\$100.00) valuation of property in said district from year to year.

(b) For purposes of this Article, the term "fire protection" and the levy of a tax for that purpose may include the levy, appropriation, and expenditure of funds for furnishing emergency medical, rescue and ambulance services to protect persons within the district from injury or death; and the levy, appropriation, and expenditure of the tax to provide such services are proper, authorized and lawful. In providing these services the fire district shall be subject to G.S. 153A 250.

(c) For purposes of this Article, a fire protection district is a municipal corporation organized for a special purpose. Except in cases when a fire protection district commission is appointed to govern the district, the board of county commissioners, or joint boards of county commissioners when the area lies in more than one county, shall serve as the governing body. (1951, c. 820, s. 4; 1959, c. 805, s. 4; 1981, c. 217; 2001 414, s. 33.)

**PENALTIES EXHIBIT**

**This section is incorporated by reference to the Contract between  
Columbus County Board of Commissioners and**

**dated \_\_\_\_\_**

1. Definitions.

- A. Legal Crew – **APPLIES TO EMERGENCY MEDICAL AND AMBULANCE SERVICES ONLY.** Legal Crew consists of one (1) member of CORPORATION who, at a minimum, is functional at the "Medical Responder" level and one (1) member of CORPORATION who is functional at CORPORATION's current level of care for the patient.
- B. First Alarm – An alarm received by CORPORATION for fire or rescue or emergency medical and ambulance services.
- C. Second Alarm – A subsequent alarm for fire or rescue or emergency medical and ambulance services received while CORPORATION is out on the First Alarm. If additional personnel and equipment are reasonably available, CORPORATION shall respond.
- D. Missed Call – An unanswered alarm and/or request for mutual aid.
- E. Mutual Aid – A call from any Columbus County Fire and Rescue organization requesting the assistance of another Columbus County Fire and Rescue organization within the COUNTY's geographical boundary. Mutual Aid also includes any Columbus County Fire and Rescue organization providing assistance outside the COUNTY's geographical boundary and/or its designated service response district.
- F. Completion of alarm – The reasonable time during which CORPORATION is preparing for a response to an alarm, attending the alarm and returning to the station.
- G. Medical Responder – **APPLIES TO EMERGENCY MEDICAL AND AMBULANCE**

SERVICES ONLY. An individual who has completed an educational program in emergency medical care and first aid, approved by the Department of Health and Human Services/Department of Health Services Regulator/Office of Emergency Medical Services, and has been credentialed as a medical responder by the Department of Health and Human Services/Department of Health Services Regulator/Office of Emergency Medical Services.

2. Establishing of Penalty. CORPORATION hereby acknowledges that the respective PEER REVIEW COMMITTEE, from this date forward and at all times during this Contract, has the right to penalize CORPORATION for any and all missed emergency calls dispatched by the COUNTY's 911 Emergency Communications Center. CORPORATION will be allowed to accumulate no more than two (2) Missed Calls per yearly calendar quarter to avoid penalization.
3. Penalty. Should CORPORATION have more than two (2) missed calls per yearly calendar quarter, the respective PEER REVIEW COMMITTEE may assess a penalty in the minimum amount of \$250.00 per excessive Missed Call. Penalty funds to be given to the responding department. Penalties assessed against CORPORATION not paid within the period of time established by the respective PEER REVIEW COMMITTEE will be deducted by COUNTY from special allocations and/or tax assessments due to CORPORATION.
4. Waiver of Penalty.
  - A. After the penalty has been established, the respective PEER REVIEW COMMITTEE may waive this penalty upon written request from CORPORATION, submitted to the respective PEER REVIEW COMMITTEE or their official designee within sixty (60) calendar days of notification of the assessed penalty.
  - B. CORPORATION will not be penalized for missed 911 or other emergency calls while CORPORATION is in reasonable preparation of responding to or in the immediate conclusion of a previously dispatched 911 or emergency call.
  - C. CORPORATION will not be penalized for missed 911 or other emergency calls as a result of reasonable mechanical failure, employee absence due to written verifiable illness, radio communications failure, or acts of God and nature.
5. Notification of Missed Calls. After the penalty has been established, the respective PEER REVIEW COMMITTEE will notify CORPORATION quarterly of missed calls as recorded by the COUNTY.

#### **SPECIFIC FIRE PROVISIONS EXHIBIT**

**This section is incorporated by reference to the Contract between  
Columbus County Board of Commissioners and**

dated \_\_\_\_\_

1. Definitions
  - A. First Alarm – An alarm received by CORPORATION for fire or rescue or emergency medical and ambulance services.
  - B. Second Alarm – A subsequent alarm for fire or rescue or emergency medical and ambulance services received while CORPORATION is out on the First Alarm. If additional personnel and equipment are reasonably available, CORPORATION shall respond.
  - C. Missed Call – An unanswered alarm and/or request for mutual aid.
  - D. Mutual Aid – A call from any Columbus County Fire and Rescue organization requesting the assistance of another Columbus County Fire and Rescue organization within the COUNTY's geographical boundary. Mutual Aid also includes any Columbus County Fire and Rescue organization providing assistance outside the COUNTY's geographical boundary and/or its designated service response district.
  - E. Completion of alarm – The reasonable time during which CORPORATION is



preparing for a response to an alarm, attending the alarm and returning to the station.

2. Special Tax Assessment.

- A. The COUNTY contracts and agrees that it will cause to be assessed or levied a special tax and/or fee as may be designated by COUNTY and/or North Carolina State Law, whichever is appropriate in the \_\_\_\_\_ Service Response District unless otherwise limited by law and/or a vote of the appropriate citizenry.
- B. The COUNTY will collect said tax and/or fee as a part of the ad valorem taxes of the COUNTY, provided, however, beginning with the next fiscal year immediately following the date of this Contract.

3. Services Provided. CORPORATION 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 clearance, (2) traffic control and (3) other life saving and property measures as necessary. The County agrees to request reimbursement of documented expenses for service(s) rendered by CORPORATION. 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 \_\_\_\_\_ Service Response District.
- C. The Fire Chief and/or BOARD 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.

4. Future Funding. Any future funding and financial oversight by COUNTY shall be on a voluntary basis as unilaterally determined by the COUNTY.

5. Procedures.

- A. CORPORATION shall answer all alarms as dispatched by the COUNTY's 911 Emergency Communications Center geographically located within COUNTY lines.
- B. Any alarm shall be responded to in a timely manner.
- C. In the event a second alarm is received while CORPORATION is reasonably preparing for response to or has immediately concluded a previously dispatched alarm, the CORPORATION shall respond to the second alarm provided that CORPORATION has additional personnel and equipment available to do so.
- D. In the event CORPORATION is unable to respond to the second alarm, the second alarm will be directed to the Mutual Aid department. In this instance, the second alarm would not be considered a Missed Call.
- E. Upon completion of the alarm, CORPORATION will be considered available for service.
- F. CORPORATION will respond under the guidelines as set forth in NCDOI, OSFM.
- G. CORPORATION may provide Mutual Aid outside the geographic boundary of the COUNTY and/or its designated service response district with the understanding that should CORPORATION receive a COUNTY alarm or request for Mutual Aid, the COUNTY alarm or request for Mutual Aid will take precedence and will in fact become a First Alarm. Should CORPORATION not respond to the COUNTY alarm

or request for Mutual Aid in this manner, the alarm or request will be considered as a Missed Call.

**SPECIFIC EMERGENCY MEDICAL AND AMBULANCE SERVICES PROVISIONS  
EXHIBIT**

**This section is incorporated by reference to the Contract between  
Columbus County Board of Commissioners and**

**dated \_\_\_\_\_**

1. Definitions

- A. Legal Crew – Legal Crew consists of one (1) member of CORPORATION who, at a minimum, is functional at the “Medical Responder” level and one (1) member of CORPORATION who is functional at CORPORATION’s current level of care for the patient.
- B. First Alarm – An alarm received by CORPORATION for fire or rescue or emergency medical and ambulance services.
- C. Second Alarm – A subsequent alarm for fire or rescue or emergency medical and ambulance services received while CORPORATION is out on the First Alarm. If additional personnel and equipment are reasonably available, CORPORATION shall respond.
- D. Missed Call – An unanswered alarm and/or request for mutual aid.
- E. Mutual Aid – A call from any Columbus County Fire and Rescue organization requesting the assistance of another Columbus County Fire and Rescue organization within the COUNTY’s geographical boundary. Mutual Aid also includes any Columbus County Fire and Rescue organization providing assistance outside the COUNTY’s geographical boundary and/or its designated service response district.
- F. Completion of alarm – The reasonable time during which CORPORATION is preparing for a response to an alarm, attending the alarm and returning to the station.
- G. Medical Responder – An individual who has completed an educational program in emergency medical care and first aid, approved by the Department of Health and Human Services/Department of Health Services Regulator/Office of Emergency Medical Services, and has been credentialed as a medical responder by the Department of Health and Human Services/Department of Health Services Regulator/Office of Emergency Medical Services.

2. Special Tax Assessment.

- A. The COUNTY contracts and agrees that it will cause to be assessed or levied a special tax and/or fee as may be designated by COUNTY and/or North Carolina State Law, whichever is appropriate in the \_\_\_\_\_ Service Response District unless otherwise limited by law and/or a vote of the appropriate citizenry.
- B. At the COMMISSIONERS meetings of August 7, 2000 and October 16, 2000, a proposal for the special tax and/or fee was discussed and approved. The proposal appeared, as a referendum, on the November 2000 Ballot to be voted upon by the citizenry. The referendum passed. Pursuant to the foregoing information, non-intermediate Emergency Medical and Ambulance Service squads will have two (2) years from the effective date of this contract to achieve, at a minimum, intermediate status. If intermediate status is not achieved by this time, the special tax and/or fee will no longer be provided to that non-intermediate squad.
- C. The COUNTY will collect said tax and/or fee as a part of the ad valorem taxes of the COUNTY, provided, however, beginning with the next fiscal year immediately following the date of this Contract.

3. Future Funding. Any future funding and financial oversight by COUNTY shall be on a voluntary basis as unilaterally determined by the COUNTY.
4. Emergency Ambulance Additional Funding. In addition to the amount shown in paragraph 21 and special taxes as shown in this Contract, the COUNTY has set aside a minimum sum of Twenty-Two Thousand Two Hundred and 00/100 Dollars (\$22,200.00) annually to CORPORATION 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 Twenty-Two Thousand Two Hundred and 00/100 Dollars (\$22,200.00) in semi-annual payments on the 15th day of August and the 15th day of January of each year.
5. Services Provided. CORPORATION agrees to provide adequate emergency medical and ambulance services to all citizens in the territorial zone of the Service Response 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 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.
6. Budgeted Funding. The amount budgeted as shown in this Contract shall be determined, in part, by the categorization of level of patient care offered by CORPORATION as determined by the North Carolina Department of Emergency Medical Services.
7. Reporting. CORPORATION will be required to adhere to all State and Federal laws in regards to reporting through PreMis.
8. Procedures.
  - A. CORPORATION shall answer all alarms as dispatched by the COUNTY’s 911 Emergency Communications Center located geographically within COUNTY lines.
  - B. Any alarm shall be responded to in a timely manner.
  - C. In the event a second alarm is received while CORPORATION is reasonably preparing for response to or has immediately concluded a previously dispatched alarm, the CORPORATION shall respond to the second alarm provided that CORPORATION has additional personnel and equipment available to do so.
  - D. In the event CORPORATION is unable to respond to the second alarm, the second alarm will be directed to the Mutual Aid department. In this instance, the second alarm would not be considered a Missed Call.
  - E. Upon completion of the alarm, CORPORATION will be considered available for service.
  - F. CORPORATION shall ensure that there is at least one (1) Legal Crew available at all times.
  - G. During the hours of 8:00 a.m. to 5:00 p.m., CORPORATION will assist other medical emergency services squads to ensure that all medical emergency services squads have at least one (1) Legal Crew.
  - H. CORPORATION may provide Mutual Aid outside the geographic boundary of the COUNTY and/or its designated service response district with the understanding that should CORPORATION receive a COUNTY alarm or request for Mutual Aid, the COUNTY alarm or request for Mutual Aid will take precedence and will in fact become a First Alarm. Should CORPORATION not respond to the COUNTY alarm or request for Mutual Aid in this manner, the alarm or request will be considered as

a Missed Call.

**SPECIFIC RESCUE SERVICES PROVISIONS EXHIBIT**  
**This section is incorporated by reference to the Contract between**  
**Columbus County Board of Commissioners and**

dated \_\_\_\_\_

1. Definitions

- A. First Alarm – An alarm received by CORPORATION for fire or rescue or emergency medical and ambulance services.
- B. Second Alarm – A subsequent alarm for fire or rescue or emergency medical and ambulance services received while CORPORATION is out on the First Alarm. If additional personnel and equipment are reasonably available, CORPORATION shall respond.
- C. Missed Call – An unanswered alarm and/or request for mutual aid.
- D. Mutual Aid – A call from any Columbus County Fire and Rescue organization requesting the assistance of another Columbus County Fire and Rescue organization within the COUNTY's geographical boundary. Mutual Aid also includes any Columbus County Fire and Rescue organization providing assistance outside the COUNTY's geographical boundary and/or its designated service response district.
- E. Completion of alarm – The reasonable time during which CORPORATION is preparing for a response to an alarm, attending the alarm and returning to the station.

2. Future Funding. Any future funding and financial oversight by COUNTY shall be on a voluntary basis as unilaterally determined by the COUNTY.

3. Services Provided. CORPORATION agrees to provide the services listed below to all citizens in the territorial zone of the \_\_\_\_\_ Service Response 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 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.

Pursuant to this Contract, CORPORATION will be able to perform such rescue services within the training/certification of the CORPORATION, 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 CORPORATION;
- 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 down slope, 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.

4. Procedures.

- A. CORPORATION shall answer all alarms as dispatched by the COUNTY's 911 Emergency Communications Center located geographically within COUNTY lines.
- B. Any alarm shall be responded to in a timely manner.
- C. In the event a second alarm is received while CORPORATION is reasonably preparing for response to or has immediately concluded a previously dispatched alarm, the CORPORATION shall respond to the second alarm provided that CORPORATION has additional personnel and equipment available to do so.
- D. In the event CORPORATION is unable to respond to the second alarm, the second alarm will be directed to the Mutual Aid department. In this instance, the second alarm would not be considered a Missed Call.
- E. Upon completion of the alarm, CORPORATION will be considered available for service.
- F. CORPORATION may provide Mutual Aid outside the geographic boundary of the COUNTY and/or its designated service response district with the understanding that should CORPORATION receive a COUNTY alarm or request for Mutual Aid, the COUNTY alarm or request for Mutual Aid will take precedence and will in fact become a First Alarm. Should CORPORATION not respond to the COUNTY alarm or request for Mutual Aid in this manner, the alarm or request will be considered as a Missed Call.

Chairman Prevatte stated the following:

1. Approximately one (1) year and two (2) months ago, we had presented a contract to Chadbourn-Klondyke Fire Department and Fire and Rescue Department. We learned at that time that a variety of contracts were out there and that some had expired and some were expiring;
2. The contracts were all different in content;
3. The County came up with another contract;
4. In February, we were approached by the fire/rescue chiefs and their legal counsel and presented with two and one-half (2 ½) pages of issues with the new contract;
5. Commissioner Ronald Gore, Commissioner Memory and myself, served on a committee with Mr. Clark. We asked for representatives from the Fire and Rescue Association, and their appointments were Jerry Gore, Steve Camlin and Ronnie Watts serving Fire / Rescue/ and Fire and Rescue;
6. Then I asked Tony Miller who is the President of the Fire and Rescue Association to serve as we set down and looked at the contract;
7. We met at least twelve (12) times, and we re-did the contract at least four (4) times and copies of the latest revision were disbursed to the fire and rescue departments;
8. The first thing the departments wanted was to be more self policing of themselves;
9. I present to you tonight a generic contract that covers fire / EMS / fire and EMS / and rescue;
10. Each contract, for every department, will be customized just a little bit according to whether they are fire, rescue, EMS, or fire and EMS;
11. There is only one (1) that has, what we termed in definition as rescue status, and that department is Old Dock;
12. The County, at this time, provides something called 22-2 money to rescue departments, and

- also they provide a certain fee to fire departments, in the form of tax revenue, and they provide taxes to the EMS services through the tax rate that was set in 2000;
13. When this tax rate went into effect, a referendum was passed by the people of Columbus County saying they were willing to be taxed if they got intermediate care services for EMS;
  14. All of the departments but three (3) have reached the intermediate level of care and the three (3) remaining department were to have this level of care within two (2) years, and this new contract will extend what has taken place in nine (9) years, two (2) more years for them to get the intermediate care training;
  15. This committee came to us and stated they wanted a penalty for missed calls over two (2) per quarter, whether it's fire or EMS, at the rate of five hundred and 00/100 (\$500.00) dollars, and they have sent back word they wanted this amount reduce to two hundred fifty and 00/100 (\$250.00) dollars, and this penalty has been reduced to the requested amount;
  16. We have given them everything that they have asked for, and I would say that this is the best contract that we can negotiate at this time; **and**
  17. The contract speaks toward disbanment.

Tony Miller, President of the Fire and Rescue Association, and representative of the committee for fire and rescue departments, stated the following:

1. We have met multiple times and both sides have given and taken;
2. We still have some small issues that we will have to work through;
3. It is my opinion that this contract will serve each department well;
4. The Fire and Rescue Association appointed three (3) members to a committee to represent them to avoid the process being too cumbersome; **and**
5. The Fire and Rescue Association is in total agreement with this contract.

#### **MOTION:**

Commissioner McKenzie made a motion to approve the generic contract between Columbus County and the fire / fire and rescue / EMS / and rescue departments within Columbus County, seconded by Commissioner Gore.

Discussion was conducted relative to the need for a fine being imposed, the checks and balances of the fines being imposed, and the definition of a missed call.

Shannon Strickland, Whiteville EMS Chief, stated the departments had been led to believe that the Columbus County Board of Commissioners had imposed the penalty for missed calls and we have not seen the latest revised contract for our lawyer to look at.

Ray Jacobs, Bolton Fire Chief reiterated the information stated by Chief Shannon Strickland.

Lengthy and in-depth discussion was conducted relative to whether the latest revised contract had been delivered to the fire and EMS departments.

Vice Chairman Bullard stated he would like for the latest revised contract to be delivered to each fire and EMS department for their review before the Board voted on this contract.

#### **FIRST SUBSTITUTE MOTION:**

Commissioner Byrd made a substitute motion to send the last revised contract back to the fire and EMS departments for their review, and this contract to be addressed at the next Board Meeting, seconded by Vice Chairman Bullard.

In-depth and lengthy discussion was conducted relative to the review of the last revisions made to the contract by all of the departments, the urgency of signing the contract on this date and the origination of the missed called penalty.

#### **WITHDRAWAL of ORIGINAL MOTION:**

Commissioner McKenzie withdraw the original motion he made due to the fact he was not aware that the departments had not reviewed the latest revisions made to the contract.

William S. Clark, County Manager, stated that the Board would be approving the contract to be submitted to the fire and rescue boards for their approval, and this was not the final contract.

Chairman Prevatte stated the following:

1. This sheet that resulted from the last meeting and was received on March 11, 2009 lists thirteen (13) items of requested changes;
2. All of these requested changes have been made but two (2) which are the disbursement of assets and the disbandment of the departments;
3. I can assure you that these changes have been made in this contract; **and**
4. If this contract is approved tonight, this will be a done deal.

**SECOND SUBSTITUTE MOTION:**

Chairman Prevatte made a substitute motion for Commissioner Byrd and Vice Chairman Bullard to meet with the fire and EMS group and to work out the details of the contract and bring the contract back at the next meeting for a vote, seconded by Commissioner Gore. The second substitute motion unanimously passed.

Vice Chairman Bullard stated he is withdrawing his name from the group to meet with the fire and EMS departments.

**RECESS REGULAR SESSION and enter into COMBINATION MEETING of COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING:**

At 8:45 P.M., Commissioner McKenzie 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, seconded by Commissioner Norris. The motion unanimously passed.

**Agenda Item #16: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:**

April 06, 2009 **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 Number 1 for each Water District respectively.

**Agenda Item #17: COLUMBUS COUNTY WATER and SEWER DISTRICT IV - PURCHASE of EQUIPMENT and APPROVAL of BUDGET AMENDMENT for the EXPENDITURE:**

Kip McClary, Public Utilities Director, is requesting Board approval to purchase the needed equipment.

This information will be recorded in Minute Book Number 1 for Columbus County Water and Sewer District IV.

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

At 9:05 P.M., Commissioner McKenzie made a motion to adjourn 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 Gore. The motion unanimously passed.

**FIVE (5) MINUTE RECESS:**

At 9:06 P.M., Chairman Prevatte declared a five (5) minute recess.

**9:15 P.M.**

**REGULAR SESSION (RESUMED):**

At 9:15 P.M., Chairman Prevatte stated the Board was back in Regular Session.

**Agenda Item #18: APPOINTMENTS - COMMITTEE/BOARDS:**

June B. Hall, Clerk to the Board, requested the following appointments be made to the

following boards and council.

COMMITTEE	ZONE/ EB	PERSON(S)	EXPIR. DATE
Whiteville Planning and Zoning Board	EB	Alan Capps, Sr.***	<b>HOLD</b>
Region O Aging Advisory Council	EB	Betty Holcomb	<b>Reappoint</b>
Planning Board	I III	Franklin Thurman Virgil Nichols	Appoint Appoint

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

**A. Tax Refunds and Releases:**

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

**TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office)  
April 06, 2009**

Refunds Name: King, Deanna G. Amount: \$266.31  
 Value: \$9,300.00 Year 004-2 Account # 07-09967 Bill # 99999 Total \$1,040.81  
 Refund the value of a dwelling, the Nakina Fire (27.60) and the Columbus Rescue (6.90). The house is double listed in the name of James T. Elderdice.  
 9008 Snee Ct. Myrtle Beach SC 29579

Refunds Name: Scott, Jacqueline Amount: \$352.25  
 Value: \$9,400.00 Year 004-2 Account # 10-14889 Bill # 99999 Total \$361.27  
 Refund the value of a building and the Columbus Rescue for 2004-2008 that is double listed in the name of Bert Powell.  
 PO Box 68 Fair Bluff NC 28439

Refunds Name: Ward, Clovie Amount: \$0.00  
 Value: \$0.00 Year 008 Account # 06-00136 Bill # 88173 Total \$200.00  
 Refund the user fee on a house that is vacant and does not have a trash can.  
 2618 Swamp Fox Rd. Tabor City NC 28463

**TAX RELEASES (as submitted to the Governing Body Office from the Tax Office):  
April 20, 2009**

Release the Property Value in the name of Barton, Ricky Amount: \$682.09  
 Value: \$12,110.00 Year: 2003-2 Account # 15-02138 Bill # 9999 Total \$1,989.08  
 Release the value of a mobile home, the Acme Delco Fire (105.07) and Columbus Rescue (17.52). The home is double listed in the name of Margelean Watts.

Release the Property Value in the name of Bible Way full Gospel Ministries Amount: \$134.48  
 Value: \$9,600.00 Year: 2008 Account # 13-00633 Bill # 9999 Total \$137.78  
 Release the property value and the Columbus Rescue. Property is tax exempt.

Release the Property Value in the name of Covington, Sylvia Amount: \$70.74  
 Value: \$8,680.00 Year: 2008 Account # 01-03790 Bill # 3790 Total \$285.46  
 Release the value of a mobile home, the Williams Fire (5.21) and Whiteville Rescue (1.74). The home is double listed in the name of Elsie Prevatte.

Release the Property Value in the name of Cox, Kenny Amount: \$68.46  
 Value: \$8,400.00 Year: 2008 Account # 11-07084 Bill # 3869 Total \$76.86  
 Release the value of a building, the Welches Creek Fire (6.72) and Whiteville Rescue (1.68). The building burned prior to 2008.

Release the Property Value in the name of Daniels, Mertic Amount: \$106.34  
 Value: \$4,136.00 Year: 2006-2 Account # 15-11539 Bill # 9999 Total \$723.51  
 Release the value of a mobile home the Acme Delco Fire (16.00) and the Columbus Rescue (2.67) for the years 2006-2008. The home is double listed in the name of Melvin Hooper.



Release the Property Value in the name of Dew, Robin Amount: \$124.11  
 Value: \$4,888.00 Year: 2006-2 Account # 14-05841 Bill # 9999 Total \$739.65  
 Release the value of a mobile home, the Welches Creek Fire (12.45) and Whiteville Rescue (3.12) for the years 2006-2008. The home is double listed to Jason Lee and Gary Godwin.

Release the Property Value in the name of Dudney, Rayland Amount: \$743.45  
 Value: \$9,220.00 Year: 2001-2 Account # 16-03661 Bill # 9999 Total \$2,429.85  
 Release the value of a mobile home, the Yam City Fire (80.27), Columbus Rescue (19.07) and W2 (53.44). The home was double listed in the name of Kimberly Dudney and repossessed in 2001.

Release the Property Value in the name of Faison, Christopher Amount: \$488.19  
 Value: \$59,900.00 Year: 2008 Account # 10-02726 Bill # 7288 Total \$613.17  
 Release the property value and the Columbus Rescue fee. Property is double listed in the same name on a different account number.

Release the Property Value in the name of Fowler, John (Heirs) Amount: \$23.95  
 Value: \$1,000.00 Year: 2006-2 Account # 01-02991 Bill # 9999 Total \$615.33  
 Release the value of a mobile home, the Klondyke Fire (2.10) and Whiteville Rescue (.60) for the years of 2006-2008. The home is double listed in the name of Dial Gray and Betty Bowman. "Nowman Farms"

Release the Property Value in the name of Hinson, Timothy Amount: \$72.84  
 Value: \$4,200.00 Year: 2007-2 Account # 01-01307 Bill # 9999 Total \$486.27  
 Release the value of a mobile home, the Klondyke Fire (6.26) and the Columbus Rescue (1.79). The home is double listed in the name of Allen Hinson.

Release the Property Value in the name of Kight, Charles M. Amount: \$11.22  
 Value: \$1,377.00 Year: 2008 Account # 08-03524 Bill # 7993 Total \$11.50  
 Release the value of a boat and the Columbus Rescue. The boat is double listed in the name of Charles and Vickie Kight.

Release the Property Value in the name of Lawson, Lonnie L. Amount: \$240.52  
 Value: \$3,776.00 Year: 2002-2 Account # 12-14569 Bill # 9999 Total \$1,761.45  
 Release the value of a mobile home, the Evergreen Fire (175.00), Columbus Rescue (6.18) and W2 (21.08). The mobile home was destroyed by fire in the early 90's.

Release the Property Value in the name of Lee, Lorenzo Amount: \$99.29  
 Value: \$6,016.00 Year: 2003-2 Account # 13-05447 Bill # 9999 Total \$977.51  
 Release the value of a mobile home, the Klondyke Fire (8.81), Columbus Rescue (2.51) and W2 (27.02). The home is double listed in the name of John L. Lee.

Release the Property Value in the name of Malpass, William Amount: \$185.41  
 Value: \$2,201.00 Year: 1999-2 Account # 15-04632 Bill # 9999 Total \$1,912.82  
 Release the value of a mobile home, the Acme Delco Fire (23.51) and Columbus Rescue (3.29). The home is double listed to Toni S. Smith in New Hanover County.

Release the Property Value in the name of Sellers, Owen Amount: \$35.86  
 Value: \$4,400.00 Year: 2008 Account # 12-05009 Bill # 0662 Total \$44.82  
 Release the property value, the North Whiteville Fire (5.00), Columbus Rescue (.88) and W2 (3.08). The property (cemetary) is exempt.

Release the Property Value in the name of Spivey, Fonzie & Melissa Amount: \$98.62  
 Value: \$4,067.00 Year: 2006-2 Account # 03-00723 Bill # 9999 Total \$704.62  
 Release the value of a mobile home, the Old Dock Fire (9.90) and Columbus Rescue (2.47). The home is double listed in the name of Fonzie Spivey Sr.

Release the Property Value in the name of Strickland Produce Inc. Amount: \$306.87  
 Value: \$6,550.00 Year: 2003-2 Account # 07-17117 Bill # 9999 Total \$336.15  
 Release the business personal value and the Columbus Rescue fee. The equipment has been junked and business closed for six (6) years.

Release the Property Value in the name of Weeks, James Amount: \$18.75  
 Value: \$2,300.00 Year: 2008 Account # 08-03532 Bill # 9407 Total \$134.13  
 Release the value of a camper and the Columbus Rescue. The camper is double listed in the name of Crystal Ellington.

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Release the Property Value in the name of Wright, Susan Amount: \$0.00  
Value: \$0.00 Year: 2008 Account # 06-04819 Bill # 1682 Total \$205.60  
Release the 2% discount not absorbed by computer, (YC 4.05 and Columbus Rescue 1.55). Release also the user fee. There is no trash can at this address.

Release the User Fee in the name of Brown, Charles H. Amount: \$0.00  
Value: \$0.00 Year: 2008 Account # 01-05657 Bill # 9427 Total \$200.00  
Release the user fee. House is vacant and does not have a trash can.

Release the User Fee in the name of Butler, Sherri Amount: \$0.00  
Value: \$0.00 Year: 2007-2 Account # 13--00822 Bill # 9999 Total \$393.00  
Release the user fee for 2007 and 2008. The mobile home has not been set-up yet. No trash can here.

Release the User Fee in the name of Cartrette, Darryl Amount: \$0.00  
Value: \$0.00 Year: 2008 Account # 06-04519 Bill # 2020 Total \$200.00  
Release the user fee. House is vacant and has no trash can.

Release the User Fee in the name of Fowler, Ralph Amount: \$0.00  
Value: \$0.00 Year: 2008 Account # 03-08061 Bill # 8650 Total \$200.00  
Release the user fee. Customer is using a commercial hauler.

Release the User Fee in the name of Fowler, Ralph Amount: \$0.00  
Value: \$0.00 Year: 2008 Account # 03-08064 Bill # 8653 Total \$200.00  
Release the user fee. Customer using a commercial hauler.

Release the User Fee in the name of Girl Scout Shack Amount: \$0.00  
Value: \$0.00 Year: 2005-2 Account # 18-00216 Bill # 9999 Total \$412.00  
Release the user fee for 2005 through 2008. Should be exempt. Belongs to the City of Whiteville.

Release the User Fee in the name of Gore, Thomas M. Amount: \$0.00  
Value: \$0.00 Year: 2007-2 Account # 06-15344 Bill # 9999 Total \$219.00  
Release the user fee for 2007 and 2008. Mobile home is vacant and there is no trash can here.

Release the User Fee in the name of Graham, Alexander Amount: \$0.00  
Value: \$0.00 Year: 2008 Account # 14-01847 Bill # 1249 Total \$200.00  
Release the user fee. House is vacant and has no trash can.

Release the User Fee in the name of Herpen, Rene'Van Amount: \$0.00  
Value: \$0.00 Year: 2006 Account # 11-05144 Bill # 5706 Total \$386.00  
Release two user fees that are double listed in the same name on different account numbers.

Release the User Fee in the name of James, William Amount: \$0.00  
Value: \$0.00 Year: 2008 Account # 09-15564 Bill # 6597 Total \$200.00  
Release one of two user fees. House is unlivable and has no trash can.

Release the User Fee in the name of Marlowe, Watson Amount: \$0.00  
Value: \$0.00 Year: 2008 Account # 07-11940 Bill # 0762 Total \$200.00  
Release the user fee. The old store is vacant.

Release the User Fee in the name of Morgan, Eddie Amount: \$0.00  
Value: \$0.00 Year: 2008 Account # 11-18866 Bill # 3923 Total \$200.00  
Release the user fee. The mobile home has not been set-up and there is no trash can here.

Release the User Fee in the name of Mt. Zion Baptist Church Amount: \$0.00  
Value: \$0.00 Year: 2008 Account # 18-00120 Bill # 2025 Total \$400.00  
Release two of three user fees. Church only has one trash can.

Release the User Fee in the name of Osborne, Jesse Amount: \$0.00  
Value: \$0.00 Year: 2008 Account # 13-01711 Bill # 5594 Total \$200.00  
Release the user fee. House is vacant and does not have a trash can.

Release the User Fee in the name of Powell, Anna Amount: \$0.00  
Value: \$0.00 Year: 2007-2 Account # 14-12020 Bill # 9999 Total \$393.00  
Release the user fee for 2007 and 2008. The house is vacant and the trash can removed.

Release the User Fee in the name of Strickland, Henry Amount: \$0.00  
 Value: \$0.00 Year: 2008 Account # 07-17180 Bill # 4890 Total \$200.00  
 Release the user fee. Mobile home moved off lot in 2006. No trash can here.

Release the User Fee in the name of Tyson, Kelton Amount: \$0.00  
 Value: \$0.00 Year: 2008 Account # 01-97761 Bill # 7121 Total \$400.00  
 Release two of six user fees. Two homes are vacant and have no trash cans.

Release the User Fee in the name of Ward, Patty (etal) Amount: \$0.00  
 Value: \$0.00 Year: 2008 Account # 16-16983 Bill # 8571 Total \$200.00  
 Release the user fee. House vacant and has no trash can.

**B. Budget Amendments:**

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

TYPE	ACCOUNT	DETAILS	AMOUNT
Expenditure	10-5161-512100	FP Salaries	2,800
Revenue	10-3510-430031	FP State Grant	2,800
Expenditure	44-4325-598045	Transfer to General Fund - Fund Emergency Services	20,000
	10-4330-519001	Contract Services	20,000
Revenue	44-3425-499101	Fund Balance Appropriation	20,000
	10-3434-489000	Misc Revenues	20,000

**C. Release Unpaid Vehicle Taxes for Years 2000 through 2004:**

Commissioner Norris made a motion to approve releasing the unpaid vehicle taxes for years 2000 through 2004, seconded by Commissioner Russ. The motion unanimously passed.

**Agenda Item #20: COMMENTS:**

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

**B. Board of Commissioners:**

1. **Commissioner McKenzie:** I am seeing some new faces among our county employees and they look very professional, and I feel like we have some true professionals on board.
2. **Commissioner Russ:** It is my strong opinion that we should work with our fire and rescue departments due to a large percentage being volunteer workers.
3. **Commissioner Norris:** I would like to say that I truly appreciate all the hard work that all of our employees do for Columbus County.
4. **Commissioner Gore:** I would like to echo the previous statements that have been made and would like to welcome the new faces that have come on board.
5. **Commissioner Byrd:** stated the following:
  - A. I also would like to echo the previous statements that have been made;
  - B. I indeed recognize the problems at the Columbus County Landfill, and I know they need to be addressed; **and**
  - C. In these tough economic times, we need to fix the Landfill at the best price possible, and not take money out of other areas where it is needed.
6. **Chairman Prevatte:** stated the following:
  - A. Mr. Clark and I attended the North Carolina Association of County

- B. Commissioners District Meeting last week in Kenansville, North Carolina; The legislation that we heard did not look good for the financial aspects of the counties;
- C. There have been four thousand (4,000) bills introduced in the General Assembly; **and**
- D. The bill that will affect the counties the most is the State passing the expense of the secondary roads onto the counties.

C. **County Manager (William S. Clark):** I have received a request from Beth Brown with the Healthy Carolinians Task Force and she is requesting Commissioner representation on this Board.

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

At 9:25 P.M., Commissioner Russ made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S. N.C.G.S. § 143-318.11 (6) Personnel, seconded by Commissioner Norris. The motion unanimously passed.

No official action was taken.

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

At 9:50 P.M., Commissioner Norris made a motion to adjourn Closed Session and resume Regular Session, seconded by Vice Chairman Bullard. The motion unanimously passed.

**APPROVAL of CLOSED SESSION SUMMARY ACCOUNT:**

Chairman Prevatte requested William S. Clark, County Manager, to read orally the Closed Session Summary Account. Mr. William stated the following:

*“Discussion was held regarding the Columbus County Attorney’s resignation and various conference and training issues.”*

Commissioner Byrd made a motion to approve the Closed Session Summary Account, as read orally by William S. Clark, County Manager, seconded by Commissioner Gore. The motion unanimously passed.

**ACCEPTANCE of RESIGNATION of STEVEN W. FOWLER, COLUMBUS COUNTY ATTORNEY:**

Commissioner McKenzie made a motion to accept the resignation of Steven W. Fowler, Columbus County Attorney, effective immediately, seconded by Commissioner Russ. The motion unanimously passed.

**Agenda Item #21: ADJOURNMENT:**

At 9:55 P.M., Commissioner Gore made a motion to adjourn, seconded by Commissioner Byrd. The motion unanimously passed.

**APPROVED:**

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

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**JAMES E. PREVATTE, Chairman**

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

**Monday, April 20, 2009**

**8:45 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**  
Ricky Bullard, **Vice Chairman**  
Amon E. McKenzie  
Giles E. (Buddy) Byrd  
Edwin Russ  
Lynwood Norris  
Ronald Gore

**APPOINTEES PRESENT:**

William S. Clark, **County Manager**  
June B. Hall, **Clerk to Board**  
Bobbie Faircloth, **Finance Officer**

**APPOINTEE ABSENT:**

Steven W. Fowler, **County Attorney**

**MEETING CALLED TO ORDER:**

At 8:45 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 #16: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:**

April 06, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 sets**)

Commissioner Norris made a motion to approve the April 06, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting Minutes, as recorded, seconded by Commissioner McKenzie. The motion unanimously passed.

**ADJOURNMENT:**

At 9:05 P.M., Commissioner Norris made a motion to adjourn, seconded by Commissioner Russ. The motion unanimously passed.

**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**

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James E. Prevatte, **Chairman**  
Ricky Bullard, **Vice Chairman**  
Amon E. McKenzie  
Giles E. (Buddy) Byrd  
Edwin Russ  
Lynwood Norris  
Ronald Gore

**APPOINTEES PRESENT:**

William S. Clark, **County Manager**  
June B. Hall, **Clerk to Board**  
Bobbie Faircloth, **Finance Officer**

**APPOINTEE ABSENT:**

Steven W. Fowler, **County Attorney**

**MEETING CALLED TO ORDER:**

At 8:45 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 #16: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:**

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Commissioner Norris made a motion to approve the April 06, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting Minutes, as recorded, seconded by Commissioner McKenzie. The motion unanimously passed.

**ADJOURNMENT:**

At 9:05 P.M., Commissioner Norris made a motion to adjourn, seconded by Commissioner Russ. The motion unanimously passed.

**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, April 20, 2009**

**8:45 P.M.**

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**COMMISSIONERS PRESENT:**

James E. Prevatte, **Chairman**  
Ricky Bullard, **Vice Chairman**  
Amon E. McKenzie  
Giles E. (Buddy) Byrd  
Edwin Russ  
Lynwood Norris  
Ronald Gore

**APPOINTEES PRESENT:**

William S. Clark, **County Manager**  
June B. Hall, **Clerk to Board**  
Bobbie Faircloth, **Finance Officer**

**APPOINTEE ABSENT:**

Steven W. Fowler, **County Attorney**

**MEETING CALLED TO ORDER:**

At 8:45 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 #16: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:**

April 06, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 sets**)

Commissioner Norris made a motion to approve the April 06, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting Minutes, as recorded, seconded by Commissioner McKenzie. The motion unanimously passed.

**ADJOURNMENT:**

At 9:05 P.M., Commissioner Norris made a motion to adjourn, seconded by Commissioner Russ. The motion unanimously passed.

**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, April 20, 2009**

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**COMMISSIONERS PRESENT:**

James E. Prevatte, **Chairman**  
Ricky Bullard, **Vice Chairman**  
Amon E. McKenzie  
Giles E. (Buddy) Byrd  
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Lynwood Norris  
Ronald Gore

**APPOINTEES PRESENT:**

William S. Clark, **County Manager**  
June B. Hall, **Clerk to Board**  
Bobbie Faircloth, **Finance Officer**

**APPOINTEE ABSENT:**

Steven W. Fowler, **County Attorney**

**MEETING CALLED TO ORDER:**

At 8:45 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 #16: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:**

April 06, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (5 sets)

Commissioner Norris made a motion to approve the April 06, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting Minutes, as recorded, seconded by Commissioner McKenzie. The motion unanimously passed.

**Agenda Item #17: COLUMBUS COUNTY WATER and SEWER DISTRICT IV - PURCHASE of EQUIPMENT and APPROVAL of BUDGET AMENDMENT for the EXPENDITURE:**

Kip McClary, Public Utilities Director, requested Board approval to purchase the needed equipment for Columbus County Water and Sewer District IV. Mr. McClary stated the following:

1. Since I came on board, I have noticed some unsafe working conditions;
2. A trench box was purchased for shoring, but the backhoe we presently have is not sufficient to lift the trench box in and out of the working area;
3. When the workers are working in an area more than four (4') feet deep, it is OSHA's requirement that a trench box be used to avoid cave ins or other safety issues;



4. We have experienced two (2) different times since I was here that we have needed the trench box;
5. We are in need of a larger backhoe, a dump truck and a trailer to haul this equipment with;  
**and**
6. The price I have come up with is one hundred thirty thousand and 00/100 (\$130,000.00) dollars, and this price is for good used equipment or a combination of new and used equipment.

Commissioner McKenzie asked Mr. McClary where this amount of money would come from. Mr. McClary replied stating that Water District IV has a revenue balance of approximately two hundred thousand and 00/100 (\$200,000.00) dollars, and we would be taking this amount out of that line item.

Commissioner Byrd asked Mr. McClary the following questions:

1. How many hookups do you do that are more than four (4') feet. Mr. McClary replied stating it depended on the Water District. Water District I and Water District V have several hookups that will be deeper than four (4') feet.
2. Have you considered contracting this work out? Mr. McClary replied stating that in those situations it was a repair and not a tap, and we would have left those customers in that area without water for the length of time it took to do the repair by a contractor.

Commissioner McKenzie asked Mr. McClary how many situations have we had that would require that item. Mr. McClary replied stating that I know of only two (2) since I been here, but Danny Fowler made me aware of several situations through the years.

Commissioner Russ stated that this backhoe would benefit the Landfill on the necessary repairs and maintenance that is needed.

Commissioner Byrd stated that at this time, this equipment is selling at auctions at reasonable prices.

Commissioner McKenzie recommended that Mr. McClary go back and work up some more details on this equipment and use the new equipment versus the old equipment to allow the Board to see what is being purchased.

Commissioner McKenzie made a motion to table this Agenda Item until May 04, 2009, and for Kip McClary, Public Utilities Director, to work up some more details on this equipment using the new equipment prices versus the old equipment prices, and bring this information back to the Board, seconded by Commissioner Gore. The motion unanimously passed.

## **DISCUSSION of REDUCED TAP FEES:**

Commissioner Byrd stated the following:

1. A few meetings ago, we voted to reduce the hookup fee to two hundred fifty and 00/100 (\$250.00) dollars;
2. The only advertisement or anything that has been done, is the article that Nicole Cartrette placed in the News Reporter;

3. I feel that we are dealing in two (2) very depressed areas that need County water;
4. We are not doing the necessary advertisements that are needed;
5. We need to do an outreach program through the community churches, fire departments and other areas;
6. We need to spend at least thirty (30) days advertising; **and**
7. I have asked for some figures on water usage.

William S. Clark, County Manager, stated that Kip was working on a plan.

**DISCUSSION of AVERAGE MONTHLY WATER USAGE:**

Kip McClary, Public Utilities Director, presented the following statistics to the Board on the average monthly water usage in the water districts.

<b>DIST</b>	<b>AVG MO USAGE</b>	<b># CUST 2000 Gallons or -</b>	<b># CUST 3,000-4,000 GAL</b>	<b># CUST 4,000 GAL or +</b>	<b>TOTAL CUST</b>
I	4,000	439	298	374	1111
II	3,000	650	384	258	1292
III	3,000	445	309	218	972
IV	4,000	17	24	29	70
V	2,000	201	53	42	296
Acme	12,000 (B) 3,000	36	34	20	90
<b>TOTAL</b>		<b>1788</b>	<b>1102</b>	<b>941</b>	<b>3831</b>

Commissioner Byrd stated that this information was not really what he was looking for, but needed the number of residents in the households and the water usage. Mr. McClary stated that he did not have any way of collecting this information.

Chairman Prevatte stated the following:

1. If three gallons (3,000) gallons are allotted for the flat rate per month, Columbus County would lose eighty-two thousand, four hundred eighty-eight and 00/100 (\$82,488.00) dollars per year;
2. If four thousand (4,000) gallons are allotted for the flat rate per month, Columbus County would lose one hundred sixty-four thousand, nine hundred seventy-six and 00/100 (\$164,976.00) dollars per year; **and**
3. If the flat rate is increased, it will affect the households with fixed incomes the same as it affects the other households.

Commissioner Byrd stated the following:

1. By increasing the flat rate usage, it would generate more revenue and possibly eliminate the

- need for the special tax being charged in Water Districts II and III;
2. The method we are presently using is not working;
  3. We need to work on a county-wide flat rate for the water users;
  4. We need a more pro-active method of getting information to our citizens;
  5. I would like for you to contact the Ministerial Associations in Columbus County, especially in Water Districts II and III;
  6. The tax that is being paid by those citizens is unfair and needs to be eliminated; **and**
  7. I am sure if we get the word out there in a sufficient manner, we will get some more customers.

Vice Chairman Bullard stated he did not think it was appropriate to announce this in churches.

Commissioner Norris made a motion to allow Kip McClary, Public Utilities Director, to get some information together on more pro-active ways of informing the citizens of Columbus County about county water, how to better utilize water usage financially and come back to the Board at a later date with a proposal, seconded by Commissioner McKenzie. The motion unanimously passed.

### **STATUS OF COLUMBUS COUNTY WATER and SEWER DISTRICT IV:**

William S. Clark, County Manager, presented the following status on Columbus County Water and Sewer District IV:

1. We are getting ready to bid that project;
2. We are putting out notice on April 26 and 27, 2009;
3. We should receive bid by May 21, 2009; **and**
4. We should bring that project to the Commissioners June 01, 2009 for your approval of the bids.

### **ADJOURNMENT:**

At 9:05 P.M., Commissioner Norris made a motion to adjourn, seconded by Commissioner Russ. The motion unanimously passed.

**APPROVED:**

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

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**JAMES E. PREVATTE, Chairman**

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

**Monday, April 20, 2009**

**8:45 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**  
Ricky Bullard, **Vice Chairman**  
Amon E. McKenzie  
Giles E. (Buddy) Byrd  
Edwin Russ  
Lynwood Norris  
Ronald Gore

**APPOINTEES PRESENT:**

William S. Clark, **County Manager**  
June B. Hall, **Clerk to Board**  
Bobbie Faircloth, **Finance Officer**

**APPOINTEE ABSENT:**

Steven W. Fowler, **County Attorney**

**MEETING CALLED TO ORDER:**

At 8:45 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 #16: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:**

April 06, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 sets**)

Commissioner Norris made a motion to approve the April 06, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting Minutes, as recorded, seconded by Commissioner McKenzie. The motion unanimously passed.

**ADJOURNMENT:**

At 9:05 P.M., Commissioner Norris made a motion to adjourn, seconded by Commissioner Russ. The motion unanimously passed.

**APPROVED:**

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

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**JAMES E. PREVATTE, Chairman**