

The Honorable Columbus County Board of Commissioners met in their said office at 9:00 A.M., February 5, 1990, it being the first Monday.

BOAR D MEMBERS PRESENT:

Giles E. (Buddy) Byrd, Chairman

Lynwood Norris, Vice Chairman

Junior Dew

Ed Worley

Samuel G. Koonce

James E. Hill, Jr.
County Attorney

Roy L. Lowe
County Administrator

Ida L. Smith
Clerk to the Board

The Chairman called the meeting to order and the Reverend Wade Fowler gave the invocation.

PUBLIC HEARING - PROPOSED DISTRICTED (WILLIAMS & SOUTH WILLIAMS WATER & SEWER)

A motion was made by Commissioner Worley, seconded by Commissioner Dew and passed unanimously to call the public hearing to order.

The Chairman stated that the reason for the public hearing is to consider including the corporate limits of Tabor City into the Columbus County Water Service District Number I (Williams and South Williams Townships).

The Chairman requested that each person wishing to be heard in reference to the public hearing, to first state their name. The following persons commented in reference to the proposed water and sewer districts.

Phil McPherson, stated he was there to express his opposition to a water district, noting that the citizens of Columbus County have failed to pass water bond referendums twice already.

Other citizens making comments in reference to the water district were: Loftin Cox, Darrell Stocks, Pam Ward, Ron Stanley, D. P. Ward, Lela Mae Ward, and David Gore.

The group specifically questioned the public hearing being held on the same day that the county school board planned to announce the south and east consolidated school sites.

County Attorney James E. Hill, Jr. stated that he selected the public hearing date which was advertised for a month and stated that it was a coincidence that it happened on the same day.

PUBLIC HEARING CLOSED

There being no further comments, a motion was made by Commissioner Worley, seconded by Commissioner Norris and passed unanimously to close the public hearing.

COLUMBUS COUNTY PROPOSED DISTRICTED WATER SEWER - TABOR CITY CORPORATE LIMITS
INCLUDED

A motion was made by Commissioner Dew, seconded by Commissioner Worley and passed unanimously to include the corporate limits of Tabor City into the proposed Columbus County Water Service District I (Williams and South Williams Townships).

R E S O L U T I O N

WHEREAS, Article 6, Chapter 162A of the North Carolina General Statutes, as amended, provides that the Board of Commissioners may create a county water and sewer district; and

WHEREAS, the Columbus County Board of Commissioners adopted a resolution on the 2nd day of January, 1990, expressing its intention to utilize said county water and sewer district concept and by notice called for a public hearing to consider this matter at its regular meeting on the 5th day of February, 1990, at 9:00 A.M., in the County Commissioners' Room, 111 Washington Street, Whiteville, North Carolina, said notice having been published once a week for three weeks in the News Reporter and posted in at least three public places in the district described in said notice; and

WHEREAS, the public hearing to consider the formation of said water and sewer district was held on Monday, February 5, 1990 at a regular meeting of the Columbus County Board of Commissioners and the Board of Commissioners having heard from all interested persons, including the general public and staff members, and after discussion, the Board of Commissioners finds as a fact that there is a demonstrable need for providing water services in the district hereinafter described, that the residents of such territory will benefit from the district's creation, and that it is economically feasible to provide water services in said district without unreasonable or burdensome annual tax levies; and

WHEREAS, the territory to be embraced by and be within the Columbus County Water and Sewer District, is as follows:

All of the areas of Columbus County, N.C. lying and being and known as Williams and South Williams Township.

NOW, THEREFORE, BE IT RESOLVED by the Columbus County Board of Commissioners that a county water and sewer district be and the same is hereby created to be known as the Columbus County Water and Sewer District I; and

BE IT FURTHER RESOLVED that this resolution be published once in each of two successive weeks in the New Reporter; and

BE IT FURTHER RESOLVED that the territory to be included and embraced within the Columbus County Water and Sewer District is as follows:

All of the areas of Columbus County, N.C., lying and being known as Williams and South Williams Township.

Adopted this 5th day of February, 1990

ATTESTED BY:

/s/ Ida L. Smith, Clerk to the Board

/s/ Giles E. Byrd, Chairman
Columbus County Board of
Commissioners

N O T I C E

The foregoing Resolution was adopted by the Board of County Commissioners of Columbus County at its regular meeting on the 5th day of February, 1990, and was first published on the 8th day of February, 1990.

Any action or proceeding questioning the validity of this Resolution or the creation of the Columbus County Water and Sewer District or the inclusion in the District of any of the territory described in the foregoing Resolution must be commenced within thirty (30) days after the first publication of the Resolution, all pursuant to Section 162A-87 of the North Carolina General Statutes.

/s/ Ida L. Smith, Clerk

APPROVAL OF MINUTES

A motion was made by Commissioner Norris, seconded by Commissioner Dew and passed unanimously to approve the minutes of the January 16, 1990 Board meeting, as recorded.

COMMUNITY DEVELOPMENT BLOCK GRANTS - SIGNATURE CARD APPROVAL

A motion was made by Commissioner Koonce, seconded by Commissioner Norris and passed unanimously to approve the signatures of Chairman Giles E. Byrd, Vice Chairman Lynwood Norris and County Administrator Roy L. Lowe to sign any and all documents in reference to the Community Development Block Grant Programs for Columbus County.

HEALTH - APPROVAL OF PBX TELEPHONE FOR HOME HEALTH

Marian Duncan, Public Health Director, addressed the Board on the Home Health Agency needs for a PBX telephone with four (4) lines, in addition, to the twenty-four (24) extensions incoming from the county switchboard. This equipment would increase productivity and accuracy of management support personnel, increase the availability of the home health agency to clients, increase the efficiency of incoming messages to personnel. The PBX telephone and installation costs will be \$2,806.00 and can be absorbed within the Home Health's 1989-90 budget allocation.

A motion was made by Commissioner Worley, seconded by Commissioner Dew and passed unanimously to approve the Home Health Agency purchase the PBX system, as requested, with total costs to be incurred within the Home Health budget for fiscal year 1989-90.

BUDGET AMENDMENT - HEALTH

A motion was made by Commissioner Dew, seconded by Commissioner Norris and passed unanimously to approve accepting additional state funds for Adolescent Health (10-348-0802) in the amount of \$2,500.00 to be expended in Adolescent Health as follows:

10-588-33 Departmental Supplies	\$1,000.00
10-588-46 Drugs and Supplies	1,500.00

COLUMBUS COUNTY SCHOOLS - APPROVAL OF FUNDS FOR ACQUIRING EAST AND SOUTH COLUMBUS
SCHOOL SITES

Raymond Shaw, Columbus County School Board of Education Chairman, requested the Board of County Commissioners to release funds to purchase land for two consolidated high schools in the southern and eastern areas of Columbus County.

Mitchel Tyler, Columbus County Schools' Superintendent, then addressed the Board stating that the two sites contain 166 acres at a purchase price of \$482,000.00, plus \$9,000.00 for cost of removal of improvements. The Columbus County Board of Education, pursuant to NCGS 115C-426(f), requests the Board of Commissioners to approve the expenditure of funds from the Education Bonds, Critical Needs Grant Funds and the Columbus County Schools' capital outlay funds, for the purchase of the two sites. Further, the Board of Education requests the Columbus County Board of Commissioners advance the sum of \$274,000.00 to be used in acquiring the two sites which will be repaid from the sale of the Education Bonds and the Critical Needs Grant Fund.

Chairman Byrd stated that for the record, the Board does not have any knowledge of where the sites are located and cannot answer any questions the public might have in reference to the site location.

Questions were then directed to Mitchel Tyler, the Columbus County Schools' Superintendent, from the persons in attendance.

Mr. Tyler, told the group that he will answer any questions that they might have at the Columbus County Board of Education meeting that was to be held as soon as he, Chairman Raymond Shaw and Attorney Ed Williamson returned to the Board of Education office.

Members of the group, questioned the Board of Commissioners, if they did not control the funding for the sites.

Chairman Byrd stated that the Board of Commissioners could not intervene with the Board of Education, the North Carolina General Statutes allows the Columbus County Board of Education to select sites.

Members of the group, questioned if the sites selected by the Board of Education has been approved by the State Department of Public Instruction.

Mr. Tyler stated that everyone can rest assured that the Board of Education is not going to purchase property which is not suitable for the schools to be built on.

County Attorney James E. Hill, Jr. stated that the Board of Commissioners have to answer according to the North Carolina General Statutes. If this group appeals the sites selected and if either site is overturned, the Columbus County Board of Education will have to look in another area and negotiate the purchase of other sites.

Chairman Byrd stated that the only thing that is certain is life and death. I feel like the School Board, the Attorney and Superintendent would have a built in clause, that if for some reason that the sites chosen should be disqualified, the County will not be responsible.

A motion was made by Commissioner Dew, seconded by Commissioner Worley and passed unanimously to request the Columbus County Board of Education to make the best decision possible in the selection of the sites and advance funds in the amount of \$274,000.00, from the Columbus County General Fund (Unappropriated surplus), to be repaid from the Columbus County Schools Bond and/or Critical Needs proceeds, the total funds loaned, plus interest at the dividend rate that monies would have earned during the time the funds were advanced.

BUDGET AMENDMENT - SOCIAL SERVICES

A motion was made by Commissioner Koonce, seconded by Commissioner Norris and passed unanimously to accept CPL Donations (10-336-0300) in the amount of \$2,792.00 to be expended in the Social Services Department CPL/Energy (10-611-1500).

BUDGET AMENDMENT - SENIOR CENTER

A motion was made by Commissioner Koonce, seconded by Commissioner Worley and passed unanimously to approve accepting Gifts/Donations SCDNF (12-336-0100) in the amount of \$1,354.00 to be expended in Senior Center Supplies (12-613-3200).

EMERGENCY MANAGEMENT - ADOPTION OF 5 MILE MAP FOR OLD DOCK/CYPRESS CREEK VFD

Howard Stanley, Emergency Management Coordinator, requested the Board to adopt a resolution expending the boundary lines of the Old Dock/Cypress Creek Volunteer Fire Department to five (5) miles for insurance grading purposes.

A motion was made by Commissioner Norris, seconded by Commissioner Dew and passed unanimously to approve the map extending the boundary lines of the Old Dock/Cypress Creek Volunteer Fire Department to five (5) miles.

**OLD DOCK/CYPRESS CREEK FIRE DISTRICT
COLUMBUS COUNTY**

Served By: Old Dock/Cypress Creek Fire Department, Inc.

Beginning at point (1) on Road 1001, 1.4 miles northeast of its intersection with Road 1924; thence southeasterly to point (2) on Road 1930, 0.2 mile north of its intersection with Road 1929; thence southeasterly to point (3) on Road 1929, 0.2 mile east of its intersection with Road 1930; thence southeasterly to point (4), 0.8 mile east of its intersection with Road 1930; thence southwesterly to point (5) on N.C. Highway 130, 1.6 miles southeast of its intersection with Road 1931; thence northwesterly to point (6) on Road 1931, 0.8 mile northwest of its intersection with N.C. Highway 130, including property on N.C. Highway 130 and 1931 between this and the preceding point; thence northwesterly to point (7) on Road 1006, 0.8 mile southwest of its intersection with N.C. Highway 130; thence northwesterly to point (8) on Road 1925, 1.7 miles southwest of its intersection with Road 1928; thence northerly to point (9) on Road 1924, 1.1 miles south of its intersection with N.C. Highway 130; thence northerly to point (10) on N.C. Highway 130, 0.1 mile northwest of its intersection with Road 1924, including property on Road 1924 between this and the preced-

ing point; thence northerly to point (11) on Road 1923, 0.4 mile northwest of its intersection with Road 1924; thence northeasterly to point (1), the beginning.

Note: This ~~description~~ describes an area of Columbus County pursuant to G.S. 153A-233 for insurance grading purposes.

Note: Points 6 and 7 are adjoining points with Nakina Fire District.

Note: Point 10 is an adjoining point with Brunswick Fire District.

FIRE AND RESCUE - APPROVAL FOR DOT TO PAVE APRON AT OLD DOCK/CYPRESS CREEK VFD

Howard Stanley, Emergency Management Coordinator, requested the Board write a letter to the Department of Transportation asking that the State pave an apron in front of the Old Dock/Cypress Creek Volunteer Fire Department at such time the department has been certified by the state and furnish Mr. Robert Crumpler with a copy of the certification.

A motion was made by Commissioner Norris, seconded by Commissioner Dew and passed unanimously to request the N.C. Department of Transportation pave an apron in front of the Old Dock/Cypress Creek Volunteer Fire Department upon presenting proof of certification to the Emergency Management Office and the Department of Transportation.

FIRE AND RESCUE - RADIO PURCHASE APPROVAL

Howard Stanley, Emergency Management Coordinator, presented the Board with two (2) bids for a radio for the Brunswick Volunteer Fire Department and requested the Board's consideration for the purchase of the radio to be installed on a 1984 Mack Tanker Truck. Bids are as follows:

Communication Specialists, Inc. 3330 Wrightsville Avenue Wilmington, NC 28403	\$655.45, excluding tax
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Broadcast and Communication Co. P.O. Box 454 Lumberton, NC 28358	\$608.00, excluding tax
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A motion was made by Commissioner Dew, seconded by Commissioner Norris and passed unanimously to award the bid to the lowest bidder, Broadcast and Communication Co., in the amount of \$608.00 to be appropriated from Non-Departmental - Contingencies (10-660-9999) to be expended in Special Appropriations - Radio for the Brunswick Volunteer Fire Department (10-690-9501).

EMERGENCY MANAGEMENT - APPROVAL OF OFFICE TO REMAIN OPEN DURING EMERGENCIES

A motion was made by Commissioner Dew, seconded by Commissioner Norris and passed unanimously to instruct Howard Stanley, the Emergency Management Coordinator, to keep the Emergency Management Office open during any and all emergencies within Columbus County.

FORESTRY SERVICE - APPROVAL OF RADIOS

Howard Stanley, Emergency Management Coordinator, requested consideration of the Board to purchase two radios for the N.C. Forestry Service's two (2) vehicles that are not equipped with radios to enable them to assist the County in emergency situations. Bids are as follows:

Broadcast and Communication Co. \$1,060.00, excluding tax
P.O. Box 454
Lumberton, NC 28358

Communication Specialists, Inc. \$1,100.00, excluding tax
3330 Wrightsville Avenue
Wilmington, N.C. 28403
(Midland)

Communication Specialists, Inc. \$1,159.80, excluding tax
3330 Wrightsville Avenue
Wilmington, NC 28403
(General Electric)

A motion was made by Commissioner Worley, seconded by Commissioner Norris and passed unanimously to approve the purchase of two (2) radios from the lowest bidder, Broadcast and Communication Co., in the amount of \$1,060.00 to be appropriated from Non-Departmental - Contingencies (10-660-9999) to be expended in Special Appropriations - Radios/Forestry Vehicles (10-690-9701).

TAX - APPROVAL TO ADVERTISE TAX LIENS ON UNPAID TAXES

A motion was made by Commissioner Norris, seconded by Commissioner Dew and passed unanimously to allow W.D. "Bill" Brooks, the Tax Administrator, permission to advertise tax liens on real and personal property during the month of March, 1990.

TAX - APPOINTMENT OF BOARD OF EQUALIZATION AND REVIEW

A motion was made by Commissioner Dew, seconded by Commissioner Worley and passed unanimously to appoint the following persons to serve on the Columbus County Board of Equalization and Review. The Board will be compensated at the rate of \$35.00 per meeting, plus 25¢ per mile travel.

C. L. "Buddy" Tate, Jr., P.O. Box 249, Lake Waccamaw, NC 28450

Jane Frink, Route 1, Hallsboro, NC 28442

Danny Peacock, 303 East 5th Avenue, Chadbourn, NC 28431

Anne Williamson, Route 1, Box 69, Whiteville, NC 28472

Vance Maultsby, P.O. Box 764, Whiteville, NC 28472

Also, the Board unanimously appointed Mrs. Anne Williamson to serve as Chairperson and Mr. W.D. "Bill" Brooks, Jr. Tax Administrator, to serve as Clerk to the Board.

TAX - APPROVAL OF RESOLUTION TO REQUIRE TAX LISTING TO BE IN THE NAME OF THE "OWNER OF RECORD"

A motion was made by Commissioner Koonce, seconded by Commissioner Norris and passed unanimously to adopt the following Resolution to require the tax listing to be in the name of the "owner of record".

R E S O L U T I O N

The Board of County Commissioners at their regular meeting on February 5, 1990, unanimously adopted the following Resolution:

WHEREAS, certain misunderstandings have occurred in the Columbus County Tax Office concerning the registration of land for taxation; and

WHEREAS, the N.C.G.S. 105-302 requires the registered record land owner to be the taxpayer listed by the Tax Office.

BE IT THEREFORE RESOLVED, that the Columbus county Tax Administrator shall list only the registered record landowners in accordance with the Register of Deeds' office of Columbus County or the Clerk of Superior Court's office of Columbus County.

Adopted this 5th day of February, 1990.

ATTEST:

By: Ida L. Smith, Clerk

COLUMBUS COUNTY BOARD OF
COMMISSIONERS

BY: Giles E. Byrd, Chairman

TAX - APPROVAL FOR BUSINESS PERSONAL PROPERTY AUDIT AGREEMENT

A motion was made by Commissioner Koonce, seconded by Commissioner Worley and passed unanimously to enter into a business personal property audit agreeent between Columbus County and Tax Management Associates to perform audit services on a reasonable sample of the county's business personal property taxpayers. Audits will be performed in compliance with all statutes applicable within the N.C. Machinery Act. A copy of the Agreement is on file at the Clerk to the Board's office.

TAX - APPROVAL OF CONTRACT FOR A MULTI-YEAR MAPPING PROJECT

A motion was made by Commissioner Worley, seconded by Commissioner Dew and passed unanimously to approve an agreement with L. Robert Kimball and Associates to cover a multi-year mapping project for Columbus County. Further, advised Mr. Brooks to explore the possibility of the participation of the ASCS office in a joint effort in the Columbus County Mapping Project. Agreement is as follows:

AGREEMENT

THIS AGREEMENT, made the 5th day of February, 1990, by and between the County of Columbus, a body corporate and politic, a subdivision of the State of North Carolina with its county seat located in Whiteville, North Carolina, hereinafter referred to as "COUNTY", and L. Robert Kimball and Associates, a sole proprietorship whose principal office is located at 615 West Highland Avenue, Ebensburg, Pennsylvania 15931, hereinafter referred to as "CONTRACTOR",

WITNESSETH

THAT, WHEREAS, the COUNTY desires to engage the CONTRACTOR to render certain professional services and deliver certain materials hereinafter described; and,

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

1. SCOPE OF AGREEMENT: It is the intention of both parties that this Agreement cover a multi-year mapping project with six separate phases involving

Aerial Photography, Horizontal Control, Analytical Aerial Triangulation, Orthophoto Maps, Digital Cadastral, and Digital Soils Maps in Columbus County, North Carolina, as described on the attached "County Contract Map, and in other provisions herein. The number of Maps to be prepared are shown in the following chart.

TYPE OF MAP	1"=100'	1"=200'	1"=400'	TOTAL
Cadastral	218	46	310	574
Soils**	*	46	315	361
Orthophotos***	218	46	315	579

* To be Determined.

** The published soil survey is compiled on rectified photography. It will be the CONTRACTOR's responsibility to transfer the soil lines to an accurate base map before beginning the digitizing process.

*** All orthophoto base maps will be full sheets. Partial sheets are not acceptable. Mosaicking of sheets will also not be acceptable.

The cadastral and soils mapping will be digitized using the North Carolina State Plane Coordinates, 1983 NAD. All digital data will be encoded in layers. The layers of data and the format of the computer tapes upon which the digital data will be placed and the reports to be generated will be accomplished according to the North Carolina State "Technical Specifications for Base, Cadastral, and Digital Maps" dated November, 1987, which is attached hereto as Exhibit A and hereby incorporated by reference.

The COUNTY contains approximately 36,000 parcels. In the event the total parcel count for the Cadastral Mapping exceeds 36,000 parcels. The unit price for excess parcels will be paid at the rate of Eighteen Dollars (\$18.00) per parcel and \$18.00 per parcel will be deducted from the contract price should there be fewer than 36,000 parcels.

The agreed upon total price to be paid to the CONTRACTOR for the entire project is One Million, Twelve Thousand, Three Hundred Eighty-One Dollars (\$1,012,381.00), including the cost of the CONTRACTOR's Performance Bond.

The CONTRACTOR will commence immediately upon execution of this Agreement and will continue to proceed with the project upon written authorization from the COUNTY. The CONTRACTOR and COUNTY will jointly work out an intermediate delivery schedule once the photography portion of the project is accomplished with all materials and associated products to be completed and delivered to the COUNTY by September 1, 1993. However, it is understood by the parties hereto that appropriation of funds by the Governing Body of COUNTY is a condition precedent to the implementation of any part of this Agreement as hereinafter set forth. It is further agreed that the lack of appropriation of funds by the Governing Body of COUNTY shall not relieve CONTRACTOR's responsibility to complete any funded phases and shall not terminate this Contract, but shall suspend the operation of this Agreement until such time that the Governing Body of COUNTY shall appropriate funds for subsequent phases of this Agreement

The COUNTY will supply the CONTRACTOR a complete written description of all equipment they are purchasing for their Geographic Information System no later than January 1, 1991. The description will include as a minimum the manufacturer, model number(s), style, and all other pertinent information for each piece of equipment or software purchased to assure all computer equipment is compatible. The CONTRACTOR will work closely with the COUNTY Contracting Officer in the selection and training in the G.I.S. equipment. The CONTRACTOR will supply all digital files in a standard format that is readable by the COUNTY's G.I.S. System. The CONTRACTOR will make their G.I.S. staff and equipment available to the COUNTY for training and help with the screening of G.I.S. vendors.

II. COMMENCEMENT AND PROSECUTION OF WORK. Work done by the CONTRACTOR will commence immediately upon execution of this Agreement, and will be completed in full and with all "Deliverable Items" accepted by the COUNTY no later than September 1, 1993. It is expected that both parties will carry out their respective responsibilities as diligently and expeditiously as possible. However, in the event that unforeseen circumstances arise that may delay the timely completion of any part of the project, the following provisions will apply:

A. If the COUNTY fails to supply the CONTRACTOR when requested with pertinent and necessary information or materials essential for the progress or completion of any part of the project, then the CONTRACTOR shall be permitted to effect a temporary suspension of work, and whatever time is lost as a result of the COUNTY's delay in supplying said information or materials will become an automatic extension of the completion date.

B. Delays on the part of the CONTRACTOR, not specifically excused by Force Majeure, as defined below, may be excused and become an extension of the applicable completion date, if:

1. The CONTRACTOR has submitted in writing and in advance of the applicable completion date, a request that certain delays of work be excused by the COUNTY, stating therein explicit reasons that would justify such delays, and

2. The COUNTY responds in writing, granting to the CONTRACTOR approval for an extension in the applicable completion date for a specified time limit based upon the CONTRACTOR's request. Such approvals for extension of time for completion dates will not be unreasonably withheld by the COUNTY.

C. Force Majeure: The CONTRACTOR shall have the right to a reasonable delay in meeting the applicable completion date due to factors beyond his control, including but not limited to:

1. Inclement weather during the flying portion of the project work.
2. Fire, flood or other acts of God.

3. Acts of government agencies, not precipitated by the by the CONTRACTOR's conduct, which hinder or prevent the CONTRACTOR's prosecution of the project work.

4. Other general emergency conditions.

D. Delays not specifically excused by Force Majeure or in writing by the COUNTY will be grounds for reduced or nonpayment of monies for work performed, for termination of the Agreement, and/or enforcement of the Agreement's liquidated damages clause, as stated herein, by the COUNTY.

III. CONFORMATION TO STATE SPECIFICATIONS. All work by the CONTRACTOR covered by this Agreement shall be in strict conformance with the North Carolina State "Technical Specifications for Base, Cadastral and Digital Maps", dated November, 1987 (Exhibit A), a copy of which has been given the CONTRACTOR, and receipt of which is hereby acknowledged by the CONTRACTOR. Any modifications to said Specifications or other terms of this Agreement subsequent to the execution of this Agreement shall be permitted only upon written request by the CONTRACTOR, stating justification therefor, and written approval by the COUNTY. The failure on the part of COUNTY to approve any modification to said Specifications or other terms of this Agreement shall not constitute just cause for termination of this Agreement by CONTRACTOR.

The following subparagraph is a modification or addition to the North Carolina Specifications agreed upon contemporaneously with the execution of this Agreement.

For the purpose of this Agreement, a parcel will be counted if it is researched, plotted and compiled on the work orthophoto by the CONTRACTOR regardless if it is shown on the final digitized maps or not. The CONTRACTOR will use the Tax Assessment file to generate work sheets and will split or combine parcels after preliminary review and approval is made by the COUNTY. Where obvious combinations or splits should be made the CONTRACTOR will make these recommended changes prior to delivery, but it will ultimately be the COUNTY's decision as to how the final parcels will be plotted.

The COUNTY agrees to perform field checks on questioned parcels for a number not to exceed 1 1/4% of the total parcels. If the number of field checks required exceeds 1 1/4%, the CONTRACTOR shall either perform the work or reimburse the COUNTY for expenses incurred.

IV. PAYMENTS TO CONTRACTOR.

A. Cash payments of the agreed upon total cost will be made by the COUNTY to the CONTRACTOR based on scheduled and satisfactory completion of various stages of the project. Payments will be made by the 15th day of each month for each scheduled payment. The CONTRACTOR will submit invoices in advance of each scheduled payment date.

B. The CONTRACTOR may secure payment for a percentage or the full amount of monies allocated to a phase of work by submitting to the COUNTY the following:

1. All deliverable items representing that percentage or the full amount of work for which the CONTRACTOR is claiming payment, and
2. A progress report describing the work completed, as well as how the percentage, if not the entire project, was calculated, and
3. A dated invoice showing the amount of the claimed payment with a brief description of the work done for each separate amount being claimed.
4. If claiming for costs of the performance bond, certified proof that the bond(s) has/have been issued by an approved Bonding Firm.

C. The COUNTY will make prompt payments to the CONTRACTOR following receipt of the items described in paragraph IV, A, above, subject to the following:

1. Formal acceptance by the COUNTY -- as complete, satisfactory and meeting all applicable specifications -- of all deliverable items required to substantiate the claimed payment. The acceptance of physical delivery of any item by COUNTY shall not be the formal acceptance contemplated herein. Formal acceptance by COUNTY shall be provided in written form with reference to the specific items so accepted.
2. Five percent (5%) of the total amount of the cost of the Orthophoto Base Maps by phases will be retained until all Orthophoto Maps are delivered to and formally accepted by the COUNTY as complete, satisfactory, and meeting all applicable specifications. The 5% retention will be released by areas after each of the six phases of the project is completed.
3. Five percent (5%) of the total amount of the cost of the preparation of cadastral, and soil maps will be retained until all cadastral and soil maps are delivered to and formally accepted by the COUNTY as complete, satisfactory, and meeting all applicable specifications. This 5% retention will also be released as each of the areas is completed.

D. The COUNTY shall pay within sixty (60) days all payment claims submitted by the CONTRACTOR, meeting all of the above requirements, and not formally disputed by the COUNTY. All payment claims not paid within sixty (60) days or disputed by the COUNTY may be considered overdue by the CONTRACTOR, and shall bear a monthly charge of 1 $\frac{1}{4}$ % on the unpaid amount until paid. The COUNTY shall not use the disputation of one payment claim as a reason for disputing or not paying in time any other payment claim.

V. WORK-IN-PROGRESS INSPECTIONS. The CONTRACTOR shall cooperate fully with the COUNTY or the COUNTY's representatives in making possible work-in-progress inspections as frequently as desired by the COUNTY. In the event the COUNTY or its representatives find that project work is not being performed in accordance with the applicable specifications, then the COUNTY shall

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

VI. COUNTY TRAINING. It is understood by the parties hereto that comprehensive training will be supplied by the CONTRACTOR throughout the project. This training will include but not be limited to methods used in Cadastral Mapping, Editing, Digitizing and Computer Aided Drafting, along with orientation and consulting services for GIS Systems and equipment. Also, upon request, the CONTRACTOR will participate in a public relations program, such as presentations, seminars and lectures directed toward educating and informing the public. The CONTRACTOR will work closely with the COUNTY to develop a mutually agreed upon training program establishing the amount of training, number of COUNTY employees, and the sites for this training.

VII. LIQUIDATED DAMAGES. The final completion date for this Contract is September 1, 1993. Time is of the essence in the performance of this Contract. This mapping project must be completed and usable by the COUNTY by this date in order to meet other COUNTY commitments. In the event the CONTRACTOR shall overrun the completion date and such overrun not be excused by the applicable provisions herein, in addition to all other remedies provided by law, liquidated damages shall be assessed against the CONTRACTOR in the amount of (\$100.00) for each calendar day after September 1, 1993, that the project is not completed. Said damages may be deducted as a set-off against any other payments due the CONTRACTOR by the COUNTY.

VIII. OTHER LEGAL RESPONSIBILITIES OF PARTIES.

A. The CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances and regulations during its performance under this Agreement.

B. The CONTRACTOR shall save harmless the COUNTY and its representatives from all suits, actions or claims of any kind brought on account of any injuries, or damages sustained by any person or property in consequence of any negligent act of omission by the CONTRACTOR or its employees or agents, or from any claims or amounts due arising or recovered under the State's Worker's Compensation Laws. The CONTRACTOR will furnish evidence of Worker's Compensation and Public Liability Insurance, and all policies are to be with the companies authorized to do business in the State of North Carolina.

C. The COUNTY agrees to mitigate its damages, should any damages arise in the course of this Agreement, to every extent possible, and to take such reasonable measures to prevent injury or damages within its jurisdiction as a reasonably prudent individual or entity would take.

IX. WAIVER, MODIFICATION AND SEVERABILITY CLAUSE. No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless made in writing. Nor shall any waivers be deemed to excuse

the performance of any act other than those specifically referred to in said written notice of waiver.

X. CONSTRUCTION. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina, and may be amended for additional services and fees with mutual consent of both parties, to enhance the function of the COUNTY mapping program.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by themselves or their duly authorized officers or agents and their seals to be affixed hereunto the day and year first above written.

COUNTY OF COLUMBUS

/s/ Giles E. Byrd

ATTEST:

/s/ Ida L. Smith

L. ROBERT KIMBALL & ASSOCIATES

/s/ James Morgan

WITNESS:

/s/ Pamela J. Piper

This instrument has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act.

/s/ Gayle B. Godwin
Finance Director,
For County of Columbus

APPOINTMENT - CHADBOURN PLANNING AND ZONING BOARD

A motion was made by Commissioner Koonce, seconded by Commissioner Norris and passed unanimously to appoint Mr. Felton Grainger to serve on the Chadbourn Planning and Zoning Board as an extra-territorial member.

MEETING RECESSED

At 10:55, there was a general concensus of the Board to recess the meeting for ten (10) minutes.

MEETING RESUMED

At 11:05 A.M., the Board meeting resumed.

RESOLUTION - FUNDING SCHOOL FACILITIES PROJECTS IN ANTICIPATION OF ISSUING BONDS

A regular meeting of the Board of Commissioners for the County of Columbus, North Carolina, was held in the County Administration Building on Washington Street in Whiteville, North Carolina, the regular place of meeting, at 9:00 A.M., on February 5, 1990.

Present: Chairman Giles E. Byrd, presiding and Commissioners Lynwood Norris, Ed Worley, Junior Dew and Samuel G. Koonce.

Absent: None

Commissioner Ed Worley introduced the following resolution which was read:

RESOLUTION CONCERNING THE FUNDING OF SCHOOL FACILITIES
PROJECTS IN ANTICIPATION OF ISSUING BONDS.

THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Columbus:

Section 1. At a special bond referendum held in the County of Columbus (the "County") on September 19, 1989, the qualified voters of the County approved an order adopted on June 3, 1989 authorizing not exceeding \$16,400,000 School Bonds of the County, for the purpose of providing funds, with any other available funds, for erecting additional school buildings and other school plant facilities, remodeling, enlarging and reconstructing existing school buildings and other school plant equipment therefor, in order to provide additional school facilities in the County to maintain the nine months' school term as required by Section 2 of Article IX of the Constitution.

Section 2. The County intends to issue such School Bonds in one or more series for the purpose mentioned above.

Section 3. In anticipation of receiving the proceeds of the sale of such School Bonds for the purpose mentioned above, the County may apply to such purpose moneys available to the County for other purposes, provided that moneys so applied by the County will not be required to be applied otherwise pending such use and will be replenished from the proceeds of such School Bonds.

Section 4. This resolution shall take effect immediately upon its passage.

Upon motion of Commissioner Ed Worley, seconded by Commissioner Junior Dew, the foregoing resolution entitled: "RESOLUTION CONCERNING THE FUNDING OF SCHOOL FACILITIES PROJECTS IN ANTICIPATION OF ISSUING BONDS THEREFOR" was passed by the following vote:

AYES: Commissioners Giles E. Byrd, Samuel G. Koonce, Lynwood Norris, Ed Worley and Junior Dew

NOES: None

I, Roy L. Lowe, County Administrator and Assistant Clerk to the Board of Commissioners for the County of Columbus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of the proceedings of said Board at a regular meeting held on February 5, 1990 as relates in any way to the funding of school facilities projects in anticipation of issuing bonds therefor and that said proceedings are recorded in Minute Book No. 20 of the minutes of said Board, beginning on page 539 and ending on page 540.

I DO HEREBY FURTHER CERTIFY that a schedule of regular meetings of said Board, stating that regular meetings of said Board are held in the County Administration Building on Washington Street in Whiteville, North Carolina on the first Monday of each month at 9:00 A.M. and on the third Monday of each month at 7:30 P.M., has been on file in my office as of a date not less than seven days before the date of said meeting in accordance with G.S. 143-318.12.

WITNESS my hand and the corporate seal of said County this 5th day of February, 1990.

/s/ Roy L. Lowe, Administrator
Assistant Clerk

GOVERNING BODY - ENDORSEMENT OF CHADBOURN NURSING HOME

A motion was made by Commissioner Dew, seconded by Commissioner Koonce and passed unanimously to write a letter of support from the Board for an application to be submitted from LEN-CARE of Elizabethtown in building an 80 bed nursing home facility in Chadbourn, North Carolina.

EXECUTIVE SESSION

At 11:25 A.M., a motion was made by Commissioner Koonce, seconded by Commissioner Dew and passed unanimously to adjourn into executive session to discuss an attorney/client matter.

RESUME REGULAR SESSION

At 12:00 noon, A motion was made by Commissioner Koonce, seconded by Commissioner Norris and passed unanimously to adjourn executive session and resume regular session.

No action was taken.

TAX RELEASES AND REFUNDS

A motion was made by Commissioner Koonce, seconded by Commissioner Dew and passed unanimously to approve the tax releases and refunds as recommended by the Tax Administrator.

McKiney Jim Freeman; vehicle junked January 1, 1989. Amount \$100.00, valuation \$800, year 1989, account #17-12448.

Stephen Todd Hunsley; vehicle listed on late list. Amount \$100.00, valuation \$3,121, year 1989, account #17-14984.

Roy Lee McClellan; vehicle listed on late list.. Amount \$100.00, valuation \$10,030, year 1989, account #17-24145.

Isiah Samuels; vehicle listed on late list. Amount \$100.00, valuation \$800, year 1989, account #17-32060.

Josette Sarvis; vehicle listed on late list. Amount \$100.00, valuation \$3,610, year 1989, account #17-32062.

Augustus Stewart; vehicle listed on late list. Amount \$100.00, valuation \$500, year 1989, account #17-35831.

Rhondake Strickland; vehicle should have been listed on late list. Amount \$100.00, valuation \$1,628, year 1989, account #17-36396.

Eugene Strickland; vehicle was a late listing. Amount \$100.00, valuation \$1,550, year 1989, account #17-36222.

Ronald Allen Ward; vehicle should have been listed on late list. Amount \$100.00, valuation \$15,529, year 1989, account #17-39383.

Mary Frances P. Gore; 1979 Ford traded for 1984 Chevrolet listed to Leo Gore, Jr. Amount \$25.54, valuation \$2,700, year 1986, account #17-14780.

James Fredrick Lee; vehicle sold in 1985. Amount \$114.11, valuation \$1,492, year 1981, account #17-22272.

Lacy Batten; personal property (mobile home and vehicle) billed to Eugene and Patricia Batten and taxes paid. Amount \$81.75, valuation \$10,930, account #13-01604.

Jay Bordeaux; taxes billed should have been \$13,100 instead of \$18,560. Client failed to receive S.C. exemption. Amount \$37.13, valuation \$5,460, account #15-03080.

W. Howard Cartrette and Wilbur D. Ray; release all land consumed in Sub/Division remaining acres are roadway for Sub/Division. Amount \$63.16, valuation \$8,600, account #09-04140.

Wadus Earl and Mary Alice Clewis; double-wide mobile home listed to Russell L. Long on account #03-14800. Amount \$176.12, valuation \$25,900, account #03-03560.

John Allen and Judith B. Cook; late list clerical error. Amount \$7.39, valuation \$10,870, account #11-06540.

Ruby L. Cromartie; vehicle has no tags or insurance. Amount \$8.60, valuation \$1,150, account #15-10830.

Ruby L. Cromartie; vehicle has no tags or insurance. Amount \$18.36, year 1986, account #15-10830.

E.C. Duncan; property double-listed with Carter Pridgen on parcel M-4-28, 1981-1989. Amount \$387.26, valuation \$13,270, account #11-08260.

Janice S. Duncan; billed with value of well and septic tank that she does not own. Amount \$9.52, valuation \$1,400, account #11-08270.

Monroe Enzor Jr. & Sr.; FB 1-26 not in the Cole Service District. Amount \$21.50, valuation \$21,500, account #10-04780.

Carlton David Fidler; vehicle double listed on Carlton David Fidler. Amount \$56.85, valuation \$7,600, account #06-09670.

George Allen Fipps, Jr.; release late list only, clerical error. Amount \$14.42, valuation \$21,210, account #09-08120.

B.L. Formyduval and Hallie Pearl; release value of house, only 60% complete in 1989. Amount \$69.36, valuation \$10,200, account #03-07440.

M.M. Formyduval (Heirs); 1982 Olds listed on account #0305518 Lovia Duvall. Amount \$21.35, valuation \$3,140, account #03-07800.

Calvin Goins; billed with wrong acres and value. Amount \$3.40, valuation \$500, account #01-32530.

Eugene Talmade Greene; property double listed on parcel H-5A-15. Amount \$29.24, valuation \$4,300, account #13-16370.

Donald F. Hilburn; motor vehicle priced wrong. Amount \$2.99, valuation \$440, account #01-40075.

Thomas E. and Frances Hilbourn; vehicle double listed on #04-07430, Mary Frances Hilbourn. Amount \$41.73, valuation \$5,580, account #04-07436.

Adam Crowell and Grady G. Hinson; property not located in Brunswick Fire District. Amount \$24.67, valuation \$35,240, account #01-40980.

I.B.M. Corporation; extension granted, remove from late list. Amount \$7.80, valuation \$1,125, account #15-19298.

Clarence and Mary Keel; CH-3-116B double listed to CH-3-116V for 1988. Amount \$6.83, valuation \$750, account #13-22330.

Clarence and Mary Keel, CH-3-116L billed to D.E. Joyner #13-22240 in 1989. Amount \$19.04, valuation \$2,800, account #13-22330.

Clarence and Mary Keel; CH-3-116B double listed to CH 3-116-V. Amount \$17.68, valuation \$2,600, account #13-22330.

Shirley W. McMillian; parcel CH-3-127 should be billed to S.P. Lawrence Heirs. Amount \$19.04, valuation \$2,800, account #13-26240.

Bobby McArthur & Brenda McPherson; G-5-52 billed with 13.25 acres instead of 12.3 acres valued \$11,000 also H-5-49, G-5-64, and G-5-54. Amount \$189.75, valuation \$25,300, account #13-26320.

Curley J. Oxendine; property not located in Brunswick Fire District. Amount \$8.05, valuation \$11,500, account #03-17250.

Ella Mae Scarborough; property owned by USA/FHA for 1989 (exempt). Amount \$227.12, valuation \$33,400, account #01-79190.

J.B. & J.H. Singletary; property double listed to Carls Body Shop #06-04340. Amount \$26.52, valuation \$3,900, account #06-32960.

Shelton Smith (Heirs); property double listed to Hilda S. Batten #05-00221. Amount \$42.16, valuation \$6,200, account #05-06620.

Rosa Mae Stephens; vehicle double listed on account #06-36260, Henry Stephens. Amount \$17.80, valuation \$2,380, account #06-36687.

Daniel Collins and Minnie Strickland; acreage corrected from 285 to 273.01. Amount \$76.16, valuation \$11,200, account #16-14075.

Norma Whaley Suggs; portion of property (1.54 acres) double listed with K-12-12B. Amount \$36.07, valuation \$5,200, account #03-24785.

U.S.S. N.C. Battleship Commission; tax exempt. Amount \$10.44, valuation \$1,396, account #15-36717.

Elizabeth M. Watts; no water/sewer on property, value changed. Amount \$10.40, valuation \$1,500, account #06-41920.

Ted and Maurice Watts; utility trailer was listed and taxes paid on account #06-41520. Amount \$2.99, valuation \$400, account #06-42740.

Wilma Arvelia Wenger; vehicle listed on #03-03035 Charles M. Claus and paid. Amount \$101.35, valuation \$13,550, account #02-03933.

Whispering Pines Mobile Home Park; no bill board. Amount \$1.21, valuation \$400, account 02-04206.

Howard Young, Jr.; mobile home rebilled to Melvin Leon. Amount \$194.92, valuation \$24,500, account #15-40410.

Roy T. & Elaine H. Horne; house taxed at 100% complete. Amount \$100.61, valuation \$29,800; account #09-14985.

R.C. Coleman, Sr. Estate; vehicle was not in operation 1-1-89.

Ordered: that a refund check be issued to Pamela & David Bryan, Route 1, Box H 58, Whiteville, NC 28472, in the amount of \$136.20 for year 1989. Motor vehicle not in Columbus County; located in South Carolina. Valuation \$4,840, account #17-04415.

Ordered: that a refund check be issued to Bobby K. Cribb, Route 3, Box 277, Whiteville, NC 28472, in the amount of \$6.66, for year 1989. Billed with a deep well that does not exist. Amount \$900, account #09-05420.

Ordered: that a refund check be issued to Bobby McArthur & Brenda McPherson, Route 3, Box 25-J, Chadbourn, NC 28431, in the amount of \$85.07, for year 1988. Billed with 13.25 acres instead of 12.3 acre vacant tract. Valuation \$8,680, account #13-26320.

Ordered: that a refund check be issued to K.M. (Heirs) & Lovie B. Simmons, Route 4, Box 224, Whiteville, NC 28472, in the amount of \$29.92, for year 1989. N-9-34 included in N-10-143, K.M. Simmons Heirs. Valuation \$4,400, account #03-21560.

Ordered: that a refund check be issued to Daniel Collins & Minnie Strickland, Route 1, Box 238, Cerro Gordo, NC 28430, in the amount of \$58.05, for year 1985, 86, & 87. 285 acre tract, map D-10-35, reduced to 273.01 acres. Valuation \$6,750, account #16-14075.

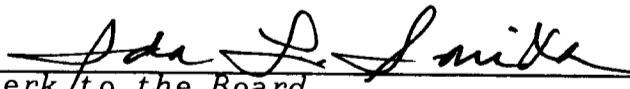
APPOINTMENT - SOUTHEASTERN REGIONAL MENTAL HEALTH BOARD

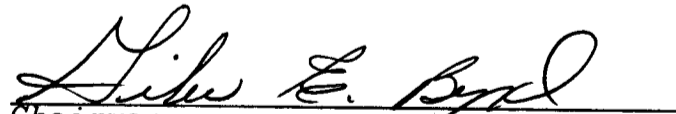
A motion was made by Commissioner Dew, seconded by Commissioner Norris and passed unanimously to appoint Dr. Jerry Paschal to serve on the Southeastern Regional Mental Health and Substance Abuse Authority Board of Directors, for a four (4) year term, with term expiring November 30, 1993.

ADJOURNMENT

A motion was made by Commissioner Norris, seconded by Commissioner Dew and passed unanimously to adjourn the meeting.

APPROVED:


Clerk to the Board


Chairman