

MEETING RECESSED

At 10:45 A.M., a motion was made by Commissioner Koonce, seconded by Commissioner Richardson and passed unanimously to recess the meeting until 8:00 P.M., May 8, 1991 at the White Marsh/Welches Creek Volunteer Fire Department for the purpose of holding a public hearing on a proposed fire service district.

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The Honorable Columbus County Board of Commissioners reconvened at 8:00 P.M., May 8, 1991, at the White Marsh/Welches Creek Volunteer Fire Department for the purpose of holding a public hearing on the Proposed White Marsh/Welches Creek Volunteer Fire Service District.

BOARD MEMBERS PRESENT:

Lynwood Norris, Chairman

Ed Worley, Vice Chairman

Junior Dew

Samuel G. Koonce

Mike Richardson

James E. Hill, County Attorney

Roy L. Lowe, County Administrator

Ida L. Smith, Clerk to the Board

There were approximately thirty (30) residents present.

Chairman Norris called the meeting to order and Mr. Howard Creech gave the invocation.

PUBLIC HEARING - PROPOSED WHITE MARSH/WELCHES CREEK VFD SERVICE DISTRICT

A motion was made by Commissioner Worley, seconded by Commissioner Dew and passed unanimously to enter into a public hearing.

Chairman Norris stated the purpose of the hearing is to consider definition of a fire protection service district in the area of Columbus County known as the White Marsh/Welches Creek Rural Fire Insurance Rated District. If the district is defined, property therein will be subject to taxation as necessary to finance the proposed service.

Chairman Norris turned the meeting over to Robert Creech, the Fire Chief for the District.

Chief Creech welcomed everyone present and then demonstrated the needs of the fire district and requested a special tax levy of eight (.08) per one hundred dollars evaluation of all real and personal property in the district.

Chairman Norris requested any comments or questions concerning the proposal from anyone in attendance by being recognized and stating their name.

The following persons spoke concerning the proposal:

Dave High

Van Aldridge

There being no further comments, the Chairman requested a vote in favor of and/or against the taxation of the fire district.

VOTING FOR: 30

VOTING AGAINST: None

PUBLIC HEARING CLOSED

At 8:15 P.M., a motion was made by Commissioner Richardson, seconded by Commissioner Dew and passed unanimously to close the public hearing and resume regular session.

CONTRACT - APPROVAL OF WHITE MARSH/WELCHES CREEK FIRE SERVICE DISTRICT

A motion was made by Commissioner Dew, seconded by Commissioner Worley and passed unanimously to approve the White Marsh/Welches Creek Fire Service District. Contract is as follows:

NORTH CAROLINA

COLUMBUS COUNTY

CONTRACT

This Contract is entered into this 8th day of May, 1991, by and between Columbus County, a body politic existing under the laws of the State of North Carolina, hereinafter referred to as "County", and White Marsh/Welches Creek Volunteer Fire Department, a non-profit corporation organized pursuant to the laws of the State of North Carolina, hereinafter referred to as "Contractor". The Contract will become effective July 1, 1991.

W I T N E S S E T H :

WHEREAS, White Marsh/Welches Creek Fire District is an unincorporated rural fire district organized pursuant to the laws of the State of North Carolina; and

WHEREAS, White Marsh/Welches Creek Volunteer Fire Department owns the land and building used as the fire station for the White Marsh/Welches Creek Fire District located on Route 2, Box 61C, Whiteville, N.C.; and

WHEREAS, White Marsh/Welches Creek Volunteer Fire Department owns all fire-fighting equipment located in the White Marsh/Cypress Creek Fire District station; and

WHEREAS, the Board of Commissioners of Columbus County wishes to contract with White Marsh/Welches Creek Fire Department, to provide fire-fighting and fire-prevention services within the boundaries of the White Marsh/Welches Creek Fire District, a description of which is on file in the office of the County Emergency Management in Whiteville, North Carolina, and which is incorporated herein by reference, said contract being entered into pursuant to N.C.G.S. Section 153A-233.

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

1. The said County contracts and agrees that it will caused to be assessed or levied a special tax of eight (\$.08¢) per one hundred dollars evaluation of all real and personal property in the district unless otherwise limited or prohibited by law and will collect said tax as a part of the Ad Valorem taxes of the County of Columbus; provided however, the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Fire Department to the County and approved by the County Commissioners.

2. The County shall maintain an adequate record for funds collected as a result of said special tax.

3. That the current taxes collected shall be remitted to the Fire Department by the end of the month following the month of collection. All delinquent taxes collected shall be remitted at least quarterly; provided however, that the total sums remitted to the Fire Department in any fiscal year hereunder shall not exceed the sum appropriated for said service during said fiscal year.

4. The said Fire Department shall provide and furnish adequate fire protection. The Fire Chief of the White Marsh/Welches Creek Volunteer Fire Department shall be responsible for the dispatching of the equipment and personnel throughout the White Marsh/Welches Creek Fire District and to see that the standards as established by the North Carolina Department of Insurance, Fire and Rescue Service Division are met within the local capabilities.

The said Fire Department will furnish said fire protection within the White Marsh/Welches Creek Fire District free of charge to all persons and individuals located within the District. Nothing within this Contract shall prohibit the White Marsh/Welches Creek Fire Department from soliciting charitable donations, or conducting fund-raising to solely benefit the White Marsh/Welches Creek Volunteer Fire Department.

5. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire protection within the District and to pay other legitimate fire protection expenses.

6. It is agreed that the County may inspect all books and accounts of the Fire Department at any time that it shall desire; it is further agreed that the Fire Department will present to the County Commissioners an annual audit by a Certified Public Accountant, which audit shall be in conformity with the then existing audit policies of the County and the North Carolina Local Government Commission.

7. The White Marsh/Welches Creek Volunteer Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law, and agrees to submit budget estimates to the Board of Commissioners on standard forms used by the County Department; the White Marsh/Welches Creek Volunteer Fire Department agrees to use standard line items for accounting devised or consented by the County Budget Officer from time to time.

8. Either the White Marsh/Welches Creek Volunteer Fire Department of the County of Columbus may terminate this Agreement at the end of any fiscal year by giving the other party notice at least six (6) months in advance.

9. The terms and provisions herein contained constitute the entire Agreement by and between the County and the White Marsh/Welches Creek Volunteer Fire Department, and shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals, one of which is retained by each of the parties hereto.

Attest;

/s/ Faye Pierce
Secretary

(SEAL)

WHITE MARSH/WELCHES CREEK
VOLUNTEER FIRE DEPARTMENT

/s/ Cecil Eason
Chairperson

Attest;

/s/ Ida L. Smith
Clerk to the Board

(SEAL)

COLUMBUS COUNTY

/s/ Lynwood Norris
Chairman

Note: Contract has been properly executed, certified and notarized.

MEETING RECESSED

At 8:20 P.M., A motion was made by Commissioner Koonce, seconded by Commissioner Dew and passed unanimously to recess the meeting until 7:30 P.M., May 20, 1991.

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