

COLUMBUS COUNTY
BOARD OF COMMISSIONERS
MINUTES

The Honorable Board of Columbus County Commissioners met in their said office, at 111 Washington Street, Whiteville, NC, at 7:00 P.M., June 26, 1995, for the purpose of holding a public hearing on the 1995-96 Proposed Columbus County Operating Budget.

BOARD MEMBERS PRESENT:

Sammie Jacobs, Chairman

Lynwood Norris, Vice Chairman

Spruell Randolph Britt

David L. Dutton, Jr.

A. Dial Gray, III

C.W. Williams

C.E. "Gene" Wilson

James E. Hill, Jr., Attorney

Roy L. Lowe, Administrator

Ida L. Smith, Clerk to Board

*Dempsey B. Herring,
Special Projects Coordinator*

PUBLIC HEARING - 1995-96 PROPOSED OPERATING BUDGET

Chairman Jacobs called the public hearing to order for comments on the 1995-96 Proposed Operating Budget.

The Chairman requested that anyone wishing to speak concerning the 1995-96 Proposed Operating Budget to be recognized by stating their name and the agency or department they are representing.

The following persons spoke in reference to the 1995-96 Proposed Operating Budget:

Dr. Otis McNeill, Whiteville City Schools' Superintendent.

Jewell Cribb, Columbus County Unit of the N. C. Association of Educators President.

Dr. Steve Scott, Southeastern Community College President.

Jimmy P. Ferguson, Columbus County Sheriff.

There being no further comments, a motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to close the public hearing at 7:20 P.M.

Ida L. Smith
Ida L. Smith, Clerk to Board

APPROVED:
Sammie Jacobs
Sammie Jacobs, Chairman

COLUMBUS COUNTY
BOARD OF COMMISSIONERS
MINUTES

The Honorable Board of Columbus County Commissioners met in their said office at 111 Washington Street, Whiteville, NC, at 7:30 P.M., June 26, 1995, it being the fourth Monday, as adopted by Resolution.

BOARD MEMBERS PRESENT:

Sammie Jacobs, Chairman

Lynwood Norris, Vice Chairman

Spruell Randolph Britt

David L. Dutton, Jr.

A. Dial Gray, III

C. W. Williams

C. E. "Gene" Wilson

James E. Hill, Jr. Attorney

Roy L. Lowe, Administrator

Ida L. Smith, Clerk to Board

Dempsey B. Herring
Special Projects Coordinator

Chairman Jacobs called the meeting to order and Commissioner Wilson gave the invocation.

BOARD MINUTES APPROVAL

A motion was made by Commissioner Britt, seconded by Commissioner Norris and passed unanimously to approve the Board Minutes of the June 12 and 19, 1995, Meetings, as recorded.

AWARD - RETIREMENT PLAQUE FOR ROY L. LOWE

Chairman Jacobs presented Roy L. Lowe, Administrator, a retirement plaque as follows:

PRESENTED TO

ROY L. LOWE

* * * * *

IN GRATEFUL APPRECIATION OF YOUR SERVICE

AS THE COLUMBUS COUNTY ADMINISTRATOR

2-23-87 - 6-30-95

* * * * *

COLUMBUS COUNTY BOARD OF COMMISSIONERS

CONSENT AGENDA ITEMS

A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to approve the following consent agenda items:

Budget Amendments:

Increase 10-420-0200 Salaries	\$6,742
Increase 10-420-0500 FICA	878
Increase 10-420-0600 Insurance	100
Decrease 10-420-0700 Retirement	(950)
Increase 10-420-1400 Travel	2,000
Decrease 10-420-1600 M/R Equipment	(200)
Decrease 10-420-5400 Insurance	(74)
Decrease 10-420-5700 Miscellaneous	(700)
Decrease 10-420-1101 Postage	(900)
Decrease 10-660-9999 Contingency	(6,894)
Appropriate 10-399-00 Fund Balance	\$2,425
Expend 10-605-5701 Black Churches United	2,425
Appropriate 10-335-0000 Misc. Revenue/Donations	\$ 607
Expend 10-535-5700 Misc. Revenue	607
Appropriate 72-335-00 Mis. Revenue/Donations	\$ 504
Expend 72-535-00 Misc. Revenue	504
Appropriate 72-399-0000 Fund Balance	21,500
Expend as follows:	
72-525-4500 Contracts	1,500
72-525-7400 Capital Outlay	20,000
Increase 10-325-0300 Marriage License Fees	\$1,800
Expend 10-480-9100 Childrens Trust Fund	1,800
Decrease 10-660-5400 Non-Dept. Insurance	(70,000)
Increase 10-410-5400 Governing Body	70,000
Appropriate 10-335-0000 Ins. Settlement	4,000
Expend 10-510-7400 Capital Outlay	4,000
Appropriate 10-335-0000 Ins. Settlement	9,438
Expend 10-510-1700 Repair Vehicles	9,438
Increase 35-359-0300 Tipping Fees	101,450
Expend as follows:	
35-580-0909 401K Retirement	987
35-580-4500 Contracts	100,463
Fire & Rescue Districts:	
Increase 41-310-0000 Old Dock Spec Dist.	1,000
Transfer 41-700-9200 Remit to District	1,000
Increase 42-310-0000 Hallsboro Spec. Dist.	1,000
Transfer 42-700-9200 Remit to District	1,000
Increase 44-310-0000 Yam City Spec. Dist.	1,000
Transfer 44-700-9200 Remit to District	1,000
Increase 45-310-0000 Acme Delco Spec. Dist.	2,500
Transfer 45-700-9200 Remit To District	2,500
Increase 46-310-0000 Klondyke Spec. Dist.	1,000
Transfer 46-700-0000 Remit to District	1,000
Increase 47-310-0000 Cole's Spec. Dist.	1,000
Transfer 47-700-0000 Remit to District	1,000
Increase 48-310-0000 Cerro Gordo Dist.	1,000
Transfer 48-700-0000 Remit to District	1,000
Increase 49-310-0000 Williams Township	1,000
Transfer 49-700-9200 Remit to District	1,000

Increase 51-310-0000 White Marsh/W.C.	1,000
Transfer 51-700-9200 Remit to District	1,000
Increase 52-310-0000 Whiteville Rescue	1,500
Transfer 52-700-9200 Remit to District	1,500
Increase 56-310-0000 Brunswick Spec. Dist.	1,000
Transfer 56-700-9200 Remit to District	1,000
Increase 58-310-0000 Bolton Spec. Dist.	1,000
Transfer 58-700-9200 Remit to District	1,000

FINANCE - CAPITAL RESERVE PROJECT ORDINANCE

A motion was made by Commissioner Norris seconded by Commissioner Britt and passed unanimously to approve the following Capital Reserve Project Ordinance:

CAPITAL RESERVE PROJECT ORDINANCE

BE IT ORDAINED by the Board of Commissioners of the County of Columbus, North Carolina, that pursuant to section 159-13.2 of the General Statutes of North Carolina, the following Capital Project Reserve Ordinance is Hereby Adopted:

SECTION 1. The reserve is to transfer fund balance (excess from the schools 1/2 cents sales tax) to the Debt Service Fund.

SECTION 2. The following revenue is appropriated from the Fund Balance for the repayment of Schools' Debt Service.

Appropriate from:

71-399-0000 Fund Balance Appropriated \$104,000.00

To be expended:

71-690-2000 Transfer to Debt Service \$104,000.00

SECTION 3. The Finance Officer is directed to report quarterly on the financial status of this reserve. She shall also keep the Governing Body informed at each regular meeting of any unusual occurrence.

SECTION 4. Copies of the Capital Reserve Project Ordinance shall be made available to the Budget Officer and the Finance Officer for the direction in the expenditure of the reserves.

ADOPTED this the 26th day of June, 1995.

PERSONNEL ADMINISTRATION POLICY - AMENDMENT

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to amend the Columbus County Personnel Administration Policy as follows:

Article IX. Employee Benefits, Section 1., page 43.

Article IX, Section 1(a).

RETIREE INSURANCE: County employees retiring with twenty (20) years of service with Columbus County, who have reached sixty (60) years of age may continue their coverage in the County's group health insurance program. The County shall pay 100% of the retiree's individual group health premium up to age 65. At age 65, the retiree is removed from the regular group, due to eligibility for Medicare coverage.

COOPERATIVE EXTENSION - COMPENSATION APPROVED FOR INTERIM DIRECTOR

A motion was made by Commissioner Wilson, seconded by Commissioner Williams and passed unanimously to approve compensating Jacqueline Roseboro, Interim Cooperative Extension Director, the sum of \$200.00 per month retroactive to April 1, 1995 and continue until a Cooperative Extension Director has been named.

LEASE AGREEMENT - RECYCLING FACILITY

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to approve the following lease agreement for the use of a recycling facility:

STATE OF NORTH CAROLINA

COLUMBUS COUNTY

L E A S E

THIS LEASE made and entered into this the 26th day of June, 1995, by and between Donnie Beck and wife, Linda Beck, of Columbus County, North Carolina, sometimes hereinafter referred to as the lessors and the County of Columbus, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina, sometimes hereinafter referred to as the lessee;

W I T N E S S E T H :

THAT IN CONSIDERATION the sum of one (\$1.00) dollar to the lessors paid by the lessee, receipt of which is hereby acknowledged, and in further consideration of the rents to be paid as herein set forth, the lessors have demised and leased and do hereby demise and lease unto the lessee, the following described lot, tract and parcel of land located in Whiteville Township, the City of Whiteville, Columbus County, North Carolina, to wit:

BEING all that 0.34 acre lot and tract of land as shown on a plat entitled "Plat for Columbus County Recycling Center", bearing date of August 3, 1989, and revised December 20, 1990, by

Billy M. Duncan, Registered Land Surveyor, a copy of said plat being attached hereto and incorporated by reference as if fully set out herein for more clarity and particularity of description.

TO HAVE AND TO HOLD the said premises and the privileges and appurtenances thereunto belonging, to the lessee for a term as follows: Beginning on July 1, 1995 and continuing until June 30, 1997.

PROVIDED that the lessee shall have the right and privilege to extend this lease from term to term for one additional successive term of three (3) years, the rents for the extended terms to be as hereinafter set forth by mailing to the lessors at 305 Magnolia Street, Whiteville, North Carolina, 28472, notice in writing, signed by the lessee, stating that the lessee intends to keep the said premises for the ensuing three (3) year period, and to be bound for the rents for the said period, such notice to be posted in the mail or personally delivered to the lessors at least five (5) days before the expiration of the term then in force. Upon the giving of the said notice, all provisions of the lease shall be extended for the additional term, it being understood that the total life of this lease shall not exceed five (5) years from the 1st day of July, 1995. If the lessee shall fail to give notice within writing within the time specified, then the rights of the lessee to extend shall terminate at the end of the term then in force. If the lessee shall fail to give notice in writing within the time specified and the lessors accept the July rent following the expiration of the said term then the said term is automatically extended, although notice has not been given as specified herein, for the ensuing three (3) years. It is understood that the lessee may not elect to take any extended terms nor this option automatically extend unless the said lease has been continuously in full force and effect and all accrued rents paid. If the lease is allowed to lapse, then the right to take any additional successive terms also lapses.

RENT: The lessors hereby reserve rent for the premises, due and payable in the following terms and on the following conditions. The sum of ONE THOUSAND (\$1,000.00) DOLLARS per month, payable in advance, beginning on July 1, 1995. The sum of ONE THOUSAND (\$1,000.00) DOLLARS per month is the rental sum, to be paid on or before the 1st day of each calendar month in advance,

for both the original term and any extension or additional term.

INSURANCE: The lessee shall be responsible for the insurance on the said leased premises, keeping the same reasonably insured, inclusive of content coverage, and the lessee, Columbus County, shall pay the county taxes on all the said buildings. The lessors, Donnie Beck and wife, Linda Beck, agree to pay all city taxes on the said buildings.

REPAIRS: Throughout the terms of this lease, Columbus County agrees to maintain and keep the said building in reasonably safe condition, reasonable wear and tear excepted, and to return the said premises in as good a condition as they were at the beginning of this lease. In addition to all the above, the lessors, the Becks, have constructed a can compactor for the purpose of assisting in the recycling of can drink containers. The said machine will be the sole and separate property of the Becks and ownership to the said machine will be maintained by the Becks. The maintenance of the machine throughout the time of the lease shall be that of the County. The machine is hereby leased with the building, and is part of the rental cost of the building. At the conclusion of this lease, the machine and the building will be returned to the Becks, in the same condition as they were at the beginning of the lease, reasonable wear and tear excepted.

USES OF LAND: The lessee, shall use the property leased herein in any way it deems necessary, as long as the same does not violate any state, federal or local ordinances or laws.

FAILURE TO PAY RENT: The lessee agrees to pay the rent for the original term and also for each extended term of which the lessee shall elect to accept. If the lessee shall fail to make any payments of rent at the time provided for the payment of the same as above set forth and such rent shall continue to remain in arrears for a period of forty-five (45) days after the lessors or their agent shall make demand in writing on the lessee for payment of the same, then the lessors, at their option, may declare all further rights of the lessee hereunder forfeited, and may immediately enter the said premises and dispossess the lessee, who shall have no further right, title or interest in the said premises. This right of the lessors shall be cumulative and shall be in addition to other rights and remedies of the lessors, including the right to recovery by the lessors for the breach of

the agreement.

LESSORS' COVENANT: The lessors covenant and warrant that the lessors are seized of the said premises in fee, free from encumbrances, and have the right to make this lease, and the lessee shall enjoy the premises herein provided free from any adverse claims of any parties whatsoever.

LESSEE COVENANTS: The lessee hereby covenants with the lessors and it is hereby stipulated and agreed as follows:

1. The lessee will keep the premises in as good a condition as they are at the time of the date of this instrument, unavoidable accidents and reasonable wear and tear to the building excepted.
2. The lessee will not cause or suffer any waste to the said premises.
3. The lessee will deliver up to the lessors the possession of the said premises when the term of this lease has expired as provided by law or hereunder.
4. The lessee hereby waives notice to the quit; that the lessee shall not use or occupy the said premises longer than the terms of this lease or the extension thereof, if applicable, unless a written agreement of the parties hereto.

IT IS INTENDED, in construction of this instrument, if the context requires, that the singular includes the plural, and the plural includes the singular and the masculine includes the feminine and neuter genders.

THAT ALL LEASES heretofore executed by the lessors and the lessee are hereby voided and this lease supersedes any and all leases between the parties executed prior to the execution of this document.

IN WITNESS WHEREOF, the lessors, Donnie Beck and Linda Beck have set their hand and seal the day and year written above and the County of Columbus has caused this lease to be executed in its name, by its Chairman of the County Board of County Commissioners, attested to by its Clerk, and the County seal hereunto affixed, all by authority of the Board of County Commissioners duly given.

/s/ Donnie Beck (SEAL)

/s/ Linda Beck (SEAL)

ATTEST:

/s/ Ida L. Smith BY: /s/ Sammie Jacobs, Chairman

Clerk to Board Columbus County Board of Commissioners

**APPOINTMENTS - ECONOMIC DEVELOPMENT COMMISSION - MOTION
WITHDRAWN**

A motion was made by Commissioner Norris, and seconded by Commissioner Wilson to appoint the recommendations as made by the Economic Development Board of Directors to serve as Economic Development Commission Board Members.

Commissioner Gray asked if these appointments were made by zones, and if not he felt as if there should be representation from each Commissioners' respective zone.

Commissioner Norris withdrew his motion and Commissioner Wilson withdrew his second.

**APPOINTMENTS - SYSTEM ESTABLISHED FOR REPRESENTATION FROM EACH
ZONE**

A motion was made by Commissioner Gray, seconded by Commissioner Dutton and passed unanimously to review the Columbus County Appointment Directory and establish a system to include one (1) appointment from each Commissioners' respective zone for all Boards and Committees.

APPOINTMENTS - TABLED

A motion was made by Commissioner Gray, seconded by Commissioner Dutton and passed unanimously to table all appointments until the County Appointment Directory can be reviewed and a system is established for representation from each Commissioners' zone.

CONTRACTS - BLADENBORO AND CLARKTON RESCUE SQUADS

A motion was made by Commissioner Wilson, seconded by Commissioner Gray and passed unanimously to approve Bladenboro and Clarkton Rescue Squad Contracts to provide services for Columbus County residents within the boundaries of the Bladenboro and Clarkton Rescue Squads, Inc., a description of which is on file in the Office of the Columbus County Emergency Management in Whiteville, NC and which is incorporated herein by reference and made a part hereof; said contract being entered into pursuant to N.C.G.S. 153A-233.

The Bladenboro and Clarkton Rescue Squads, Inc. shall furnish service and answer ambulance and rescue calls to the citizens of Columbus County within their area for the sum of \$5,000.00 for the 1995-96 fiscal year, payable on equal monthly installments.

A copy of the Bladenboro and Clarkton Rescue Squads, Inc. Contracts are on file in the office of the Clerk to the Board.

CONTRACTS - FIRE & RESCUE APPROVED

A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to approve the following Columbus County Fire & Rescue Contracts as of July 1, 1995:

- Acme Delco/Riegelwood Fire & Rescue
- Bolton Fire
- Brunswick Fire
- Buckhead Fire & Rescue
- Cerro Gordo Fire & Rescue
- Evergreen Fire
- Fair Bluff, Town of, Fire & Rescue
- Hallsboro Fire
- Klondyke Fire
- Lake Waccamaw Fire & Rescue
- Nakina Fire & Rescue
- North Whiteville Fire
- Old Dock/Cypress Creek
- Roseland Fire
- St. James Fire
- Tabor City Rescue
- Tabor City Rural Fire
- White Marsh/Welches Creek Fire
- Whiteville Rescue
- Williams Township Fire

A copy of all Fire & Rescue Contracts, properly executed, are on file in the office of the Clerk to the Board.

SHERIFF - VEHICLES DECLARED SURPLUS & AUTHORIZED FOR SALE

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to declare the following list of vehicles as surplus and authorize for sale at the public auction:

1989 Ford Crown Victoria	2FABP72G7KX201914
1989 Ford Crown Victoria	1FABP72G0KX201916
1989 Ford Crown Victoria	2FABP72G5KX201913
1989 Ford Crown Victoria	2FABP72G9KX201915

GOVERNING BODY - DESIGNATE VOTING DELEGATE FOR 88TH ANNUAL CONFERENCE OF THE N.C.A.C.C.

A motion was made by Commissioner Williams, seconded by Commissioner Norris and passed unanimously to designate Commissioner Sammie Jacobs as the voting delegate for Columbus County for the 88th Annual Conference of the N.C. Association of County Commissioners to be held in Pinehurst, NC, on August 24-27, 1995.

SALARY INCREASE DENIAL REQUEST

Commissioner Dutton stated that he has been approached by some employees asking if they have the option of denying the 2.5% salary increase that was included in the 1995-96 Proposed

Operating Budget.

The Board reached a general consensus to allow county employees the option of rejecting the 2.5% salary increase when the 1995-96 Proposed Operating Budget is adopted.

LIVESTOCK OPERATIONS - JACK STRICKLAND, CONCERNED CITIZEN REQUEST

Jack Strickland, a concerned citizen, questioned the Board as to who inspects the swine lagoons during construction to see if they are built to proper specifications.

The swine lagoon construction requirements were discussed and the Board concurred to direct Dempsey B. Herring, Assistant to the Administrator, check into the situation and advise the Board of Commissioners and Mr. Jack Strickland of his findings.

ADMINISTRATOR - JOB DESCRIPTION COMMITTEE APPROVED

Commissioner Dutton stated that he felt that at least three (3) County Commissioners should serve on a Committee to develop a job description for the County Administrator's position.

The Board concurred to have all seven (7) of the Board of Commissioners to serve on the Committee for the development of the job description for the County Administrator's position.

MEETING RECESSED

A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to recess the Board Meeting at 8:20 P.M. until 7:00 P.M. on June 28, 1995.

* * * * *