

**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., August 18, 1997, for the regularly scheduled Board Meeting, it being the third Monday.

**BOARD MEMBERS PRESENT:**

C.W. Williams, Chairman

Lynwood Norris, Vice Chairman

Spruell Randolph Britt

David L. Dutton, Jr.

A. Dial Gray, III

Sammie Jacobs

C.E. Wilson

James E. Hill, Jr., Attorney

Dempsey B. Herring  
Administrator

Ida L. Smith, Clerk to Board

The meeting was called to order by Chairman C.W. Williams and the invocation was given by Ed Worley, Aging Director.

**BOARD MINUTES APPROVAL**

A motion was made by Commissioner Britt, seconded by Commissioner Norris, and passed unanimously to approve the Minutes of the August 4, 1997 Board Meeting as recorded.

**CONSENT AGENDA ITEMS**

**Tax Releases:**

A motion was made by Commissioner Norris, seconded by Commissioner Wilson and passed unanimously to table the tax releases until the next Board Meeting.

**Budget Amendments:**

A motion was made by Commissioner Wilson, seconded by Commissioner Jacobs and passed unanimously to approve the following budget amendments.

Appropriate 10-399-0000 Fund Balance	\$1,959.00
Expend 10-605-5703 Cooperative Extension Special Programs	1,959.00
Decrease 10-348-0103 Criminal Partnership (Grant Appropriation)	(\$3,000.00)
Decrease 10-576-4500 Contractual	( 2,000.00)
Decrease 10-660-9999 Contingency	( 1,000.00)
Increase 10-348-0203 Tri-County Funds (Special Prosecutor)	\$6,500.00
Expend as follows:	
Decrease 10-514-2000 Salaries (Overtime)	(\$2,613.00)
Decrease 10-514-5400 Insurance & Bonding	( 887.00)
Increase 10-514-4500 Contract Services (Special Prosecutor)	\$10,000.00
Increase 10-470-0402 Professional Services (Architect)	\$ 7,628.00
Decrease 10-660-9999 Contingency	( 7,628.00)
Appropriate 10-399-0000 Fund Balance	\$ 4,071.00
Expend as follows:	
10-700-9701 Elderly & Handicapped Transportation-Aging	\$ 2,772.00
10-700-9704 Elderly & Handicapped Transportation-Mental Health	1,299.00
10-900-2000 Transfer to Debt Service	\$54,219.00
Expend as follows:	
Increase 10-399-0000 Fund Balance Appropriated	\$54,219.00
Increase 20-397-0200 Contribution-School Sales Tax	54,219.00
Decrease 20-397-1000 Contribution-General Fund	(120,148.00)
Increase 20-399-0000 Fund Balance Appropriated	65,929.00

**AGING - CONTRACT AMENDMENT FOR MEALS**

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to approve an amendment to the current Contract for meals to nutrition sites and home delivery for the Columbus County Department of Aging. The Contract adjustment will reflect an increase in meals from \$2.269 each to \$2.37, effective September 1, 1997, through June 30, 1998.

**AGING - RECEIVED A NCACC OUTSTANDING COUNTY PROGRAM AWARD**

Chairman Williams recognized Ed Worley, Aging Director, for the Aging Department being the recipient of the Outstanding County Program Award for the

“Successful Aging Fair and Senior Picnic” that was presented at the 1997 Annual Conference of the N. C. Association of County Commissioners meeting in Greensboro, NC on August 16, 1997.

**SOUTHEASTERN COMMUNITY COLLEGE - APPROVAL OF MATCHING FUNDS CONTINGENT UPON BLADEN, BRUNSWICK AND PENDER COUNTIES' PARTICIPATION FOR MICROENTERPRISE LOAN PROGRAM**

Dempsey B. Herring, County Administrator, presented the Board with a request from Floyd L. Sorter, Director of the Small Business Center, Southeastern Community College, to permit the College to submit an application through the Microenterprise Loan Program for Community Development Block Grant Funds to the N. C. Commerce Finance Center with the applicant being Columbus County which also serves Bladen, Brunswick and Pender Counties. Also, Mr. Sorter is requesting that Columbus County provide matching funds in the amount of \$5,000.00.

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to approve the Small Business Center at Southeastern Community College to prepare and submit an application for a Community Block Grant to the N. C. Commerce Finance Center with Columbus County being the applicant. Also, the Board approved matching funds in the amount of \$5,000.00 from Columbus County contingent upon the participation of Bladen, Brunswick and Pender Counties.

**PUBLIC HEARING SCHEDULED - MICROENTERPRISE LOAN PROGRAM**

The Board concurred to schedule the public hearings for the Columbus County Community Development Block Grant Microenterprise Loan Program for September 1, 1997 at 8:00 A.M. and September 15, 1997 at 7:15 P.M.

**CONTRACT - SECONDARY ATTORNEY SERVICES FOR SOCIAL SERVICES**

A motion was made by Commissioner Norris, seconded by Commissioner Jacobs and passed unanimously to approve the following Contract for secondary legal services for the Department of Social Services as follows:

**STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS**

**THIS CONTRACT OF SECONDARY EMPLOYMENT by and between**

the **COLUMBUS COUNTY COMMISSIONERS** (hereinafter referred to as Department), and **T. SCOTT SESSIONS**, Attorney at Law (hereinafter referred to as Attorney), to provide for the legal services needed by the **COLUMBUS COUNTY CHILD SUPPORT AGENCY** (hereinafter referred to as Agency).

**WITNESSETH**

**WHEREAS**, the Department desires to employ the attorney to provide the legal services needed by the agency upon the following terms:

1. This contract shall begin August 1, 1997 and will continue through July 31, 1998 unless terminated, renewed, or extended as provided herein.
2. The Attorney, upon reasonable notice, shall be available for consultation, legal advice, and representation as required by the Department on legal matters arising under Chapters 7A, 35A, 48, 52C, 108A Article 6, and 110 Article 9 of the North Carolina General Statutes, Title 42 United States Code, Section 651 et seq., and the regulations promulgated thereunder.
3. The Attorney agrees to comply with all of the requirements of Article 9, Chapter 110 of the North Carolina General Statutes, Title 42 United States Code, Section 641 et seq., and the regulations promulgated thereunder, regarding the performance of program legal services. These requirements include, but are not limited to, maintaining such records as is required by the Department or Agency, making such records available for federal or state audits if required, and making any financial, statistical, and program progress reports.
4. The Department agrees to pay the Attorney Fifty Dollars (\$50.00) per hour for the time spent in performing the services required under this Contract. This hourly rate shall encompass all expenses including, but not limited to, those for salary, office space, heating and maintenance for office space, telephone service, long-distance telephone calls and travel. The Attorney is not to be reimbursed for incurring extraordinary expenses incidental to performing the

services required under this Contract, with the exception that the Department agrees to pay all court cost and filing fees which are required to be paid in conjunction with the services provided by the Attorney under this Contract.

5. Either party may terminate this Agreement with thirty (30) days written notice to the other party.
6. It is understood and agreed between the Department and the Attorney that the payment of compensation specified in the Agreement, its continuation or any renewal or extension thereof, it dependent upon and subject to, the allocation and appropriation of funds to the Department for the purpose set forth in this Agreement.
7. The Department has the option to renew or extend this Contract for additional one (1) year periods, not to exceed two (2) renewals or extensions.

**NOW THEREFORE**, the parties have executed this Contract in triplicate originals, one (1) to be retained by the Attorney, and one (1) to be retained by the Agency, and one (1) to be filed with the Child Support Enforcement Section of the Department.

**BY: /s/ T. Scott Sessions, Attorney at Law**

**BY: /s/ C.W. Williams, Chairman  
County Board of Commissioners**

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

**BY: /s/ Gayle Godwin**

**APPOINTMENT - SOUTHEASTERN ECONOMIC DEVELOPMENT  
COMMISSION**

A motion was made by Commissioner Dutton, seconded by Commissioner Wilson and passed unanimously to reappoint Mr. Leo Mercer to serve on the Southeastern Economic Development Commission for a two (2) year term expiring on April 1, 1999.

**LEASE - AMERICAN LEGION WHITEVILLE POST NUMBER 137**

A motion was made by Commissioner Gray, seconded by Commissioner Britt and passed unanimously to approve the following Lease with the American Legion

Whiteville Post Number 137.

**STATE OF NORTH CAROLINA  
COLUMBUS COUNTY**

**LEASE**

**THIS LEASE** made and entered into this the 18th day of August 1997, by and between the **COUNTY OF COLUMBUS**, a body politic, organized and formed under and by virtue of the laws of the State of North Carolina, hereinafter referred to as the "lessor" and the **AMERICAN LEGION WHITEVILLE POST NUMBER 137** of Columbus County, North Carolina, sometimes hereinafter referred to as the "lessee":

**WITNESSETH:**

In consideration of the sum of one dollar (\$1.00) to the lessor paid by the lessee, receipt of which is hereby acknowledged, and in further consideration of the rents to be paid as hereinafter set forth, the lessor has demised and leased, and does hereby demise and lease, unto the lessee a certain tract, parcel and lot of land in Whiteville Township, Columbus County, North Carolina and more fully described as follows: Being a 0.63 acre tract, parcel and lot of land as shown and delineated on a plat entitled "Survey for the American Legion Post 137" by Billy M. Duncan, Registered Land Surveyor, bearing the date of August 19, 1987 and recorded in Plat Book 63 , Page 6 , Columbus County Registry and being part of the Columbus County Farm as shown in Plat Book 10, Page 9, Columbus County Registry. Reference is hereby made to said map for more clarity and particularity of description.

**I. TERM:**

**TO HAVE AND TO HOLD** the said premises and privileges and appurtenances thereunto belonging, to the lessor for a term beginning on December 1, 1997 and continuing until the 30th day of November 2007.

**II. RENT:**

The lessor hereby reserves as rents for the said premises, due and payable in the following sums and on the following terms: the sum of one dollar (\$1.00) on or before the 1st day of December 1997 and the sum of one dollar (\$1.00) on or before the 1st day of December of each successive calendar year thereafter. The lessee agrees to pay said rents.

This instrument is subject to provisions of Chapter 42 of the North Carolina General Statutes regarding the forfeiture for the term of nonpayment of rents.

**III. COVENANTS (LESSOR):**

The lessor covenants and warrants that the lessor is seized of the premises in fee, free from encumbrances and has the right to make this lease, and the lessee shall enjoy the premises herein provided, free from adverse claims of any party whomsoever.

**IV. TAXES:**

The ad valorem taxes which shall accrue on the premises during the said lease period shall be the responsibility of the lessee.

**V. REVERSION:**

Should the lease premises cease to be used for the normal operation of the AMERICAN LEGION POST NUMBER 137 functions, then the same, together with all improvements thereon shall revert to Columbus County, prior to the expiration of the lease term.

**VI. COVENANTS LESSEE:**

The lessee hereby covenants with the lessor and it is hereby stipulated as follows:

1. The lessee will keep the premises in as good condition as they are in at the date of this instrument, unavoidable accidents and reasonable wear and tear to the buildings excepted.
2. The lessee will not cause or suffer any waste to the said premises.
3. The lessee will deliver up to the lessor the possession of said premises when the terms of this lease shall expire as provided herein or by law.
4. The lessee hereby waives notice to quit; and the lessee shall not use or occupy said premises longer than the term or extension thereof, if any, herein provided, unless a written agreement to the contrary is entered into by the parties.
5. The lessee shall use the said premises for lawful AMERICAN LEGION POST NUMBER 137 activities, banquets, meetings, and other functions, but none other.

**VII. GENERAL:**

It is intended that, in the construction of this instrument, if the context requires,

the singular shall include the plural and the plural shall include the singular and the masculine shall include the feminine and the feminine shall include the masculine and both shall include the neuter.

The assigns, heirs, executors, administrators, and successors of each part of this instrument shall succeed to all rights, titles, interests, or other benefits arising hereunder for such party and shall be bound by all covenants, warranties, contracts, or other obligations herein binding upon the said parties; subject, however, to the provisions that this lease may not be assigned without the expressed written permission of the County of Columbus through its then duly elected and sitting Board of County Commissioners.

IN TESTIMONY WHEREOF, the **COUNTY OF COLUMBUS**, party of the first part, 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 the authority of the Board of Commissioners duly given, and **AMERICAN LEGION WHITEVILLE POST NUMBER 137** of Columbus County, North Carolina, has caused this Lease to be executed in the name of **AMERICAN LEGION WHITEVILLE POST NUMBER 137** by its Commander, its Adjutant and its Finance Officer and its seal has been affixed hereto, all done by the majority vote of the Board at a regular meeting assembled on the 18th day of August 1997.

COUNTY OF COLUMBUS

ATTEST:

/s/ C.W. Williams, Chairman

/s/ Ida L. Smith, Clerk to Board

AMERICAN LEGION WHITEVILLE  
POST

ATTEST:

/s/ James R. Sessions  
Commander

James Baldwin, Jr.  
Adjutant

**PUBLIC HEARING - ORDINANCE NON-EMERGENCY AMBULANCE SERVICE  
FRANCHISE**

A motion was made by Commissioner Dutton, seconded by Commissioner Jacobs and passed unanimously to schedule a public hearing regarding an Ordinance for a



Non-Emergency Ambulance Service Franchise for September 2, 1997 at 8:05 A.M.

**AGING (MEALS) - EXPLORE THE POSSIBILITY OF PREPARATION BY THE  
DETENTION CENTER**


Commissioner Gray suggested that the County study the possibility of the Law Enforcement Detention Center Kitchen preparing the meals for Nutrition Sites and home delivery for the Department of Aging. Also, Commissioner Gray suggested the Detention Center Kitchen prepare meals for shelters during times of an emergency such as hurricanes, etc. which would have to be coordinated through the American Red Cross.


The Board concurred with Commissioner Gray's suggestion.

**ADJOURNMENT**

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to adjourn the meeting at 7:50 P.M.

**APPROVED:**

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

  
\_\_\_\_\_  
C.W. Williams, Chairman