

COLUMBUS COUNTY BOARD OF COMMISSIONERS

February 06, 2006

6:30 P.M.

The Honorable Columbus County Commissioners met on the above stated date and at the above stated time in the Dempsey B. Herring Courthouse Annex Building located at 112 West Smith Street, Whiteville, North Carolina, for their regular scheduled meeting on the first Monday.

COMMISSIONERS PRESENT:

Kipling Godwin, **Chairman**
David L. Dutton, Jr., **Vice Chairman**
Amon E. McKenzie
James E. Prevatte
Sammie Jacobs
Bill Memory
Lynwood Norris

APPOINTEES PRESENT:

Jimmy Varner, **Interim County Manager**
Steven W. Fowler, **County Attorney**
June B. Hall, **Clerk to Board**

APPOINTEE ABSENT:

Roxanne Coleman, **Finance Officer**

Agenda Items #1 and #2: MEETING CALLED to ORDER and INVOCATION:

At 6:30 P.M., Chairman Godwin called the meeting to order. The invocation was delivered by Commissioner James E. Prevatte. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America.

Agenda Item #3: BOARD MINUTES APPROVAL:

Commissioner Norris made a motion to approve the following Board Minutes, as recorded, seconded by Commissioner Memory. The motion unanimously carried.

1. January 17, 2006 Regular Session Board Minutes
2. January 17, 2006 Columbus County Water and Sewer District I Board Minutes;
3. January 17, 2006 Columbus County Water and Sewer District II Board Minutes;
4. January 17, 2006 Columbus County Water and Sewer District III Board Minutes;
5. January 17, 2006 Columbus County Water and Sewer District IV Board Minutes;
6. January 17, 2006 Columbus County Water and Sewer District V Board Minutes;
7. January 18, 2006 Subdivision Regulations Ordinance Workshop; **and**
8. January 26, 2006 Subdivision Regulations Ordinance Workshop.

Agenda Item #4: ECONOMIC DEVELOPMENT - APPROVAL of INCENTIVE GRANTS for the FOLLOWING COMPANIES:

James R. Hinkle, Economic Development Director, requested Board approval of Incentive grants for Hart and Cooley, Idaho Timber and Ever Fresh, Incorporated, based on the following Columbus County Incentive Policy.

COLUMBUS COUNTY INCENTIVE POLICY

Adopted: September 20, 2004

Minimum of \$100,000 investment and the creation of five (5) jobs.

The incentives would apply to manufacturing, distribution and other industrial projects. Each project will be considered based upon the merits of that project. We do not do retail or commercial which includes professional offices.

Requirements (Must meet all):

- Entrepreneurs must show their belief in the project by detailing personal investment and liability for failure.
- No payments are made until jobs created, continuously employed, and reported to the state on quarterly or annual forms. These jobs must be in place for the quarter in which payment is to be received. The investment also must be listed and taxable per the tax roles.
- To be eligible, companies must provide evidence of a banking relationship, acceptable to the Economic Development Director's satisfaction.

Example of Investing \$100,000

The incentive is based on the tax rate of seventy-three (\$.73) cents for the 2005 year.

*The actual investment will be multiplied by the tax rate and percentage of incentive over a five (5) year time span.

Tax Year 1	85%	\$620.50
Tax Year 2	80%	\$584.00
Tax Year 3	75%	\$547.50
Tax Year 4	70%	\$511.00
Tax Year 5	70%	\$511.00

The above figures are hypothetical and are based on the assumption that the company will make an investment of one hundred thousand and 00/100 (\$100,000.00) dollars, or more, subject to the payment of county taxes. Each year the tax records will be checked to verify that the company has paid taxes on at least one hundred thousand and 00/100 (\$100,000.00) dollars in property. Also, the Employment Security Commission must certify that the company has at least the minimum number of employees on the payroll to qualify for an incentive grant. If the taxable property is less than one hundred thousand and 00/100 (\$100,000.00) dollars, the incentive payment will be reduced based on the same percentage basis of the actual property taxes paid by the company. The incentive payment is paid once a year, over a period of five (5) years, after the taxes and employment number are verified each of the five (5) years.

Commissioner McKenzie made a motion to approve the incentive grants to Hart and Cooley, Idaho Timber and Ever Fresh, Incorporated, based on the Columbus County Incentives Policy, subject to final approval by Steven W. Fowler, Columbus County Attorney. The motion was seconded by Commissioner Memory and unanimously carried.

Agenda Item #5: FAMILIES FIRST - DEPARTMENTAL UPDATE:

Vickie Pait, Families First Director, delivered the following Departmental Update.

1. Everything is going well;
2. From July 1, 2004 until June 30, 2005, we provided shelter for forty-three (43) adults, fifty-two (52) children with a total number of days of shelter being three thousand one hundred eighty-eight (3,188);
3. Service was provided for the same period of time out-of-shelter for five hundred thirty (530) domestic violence victims, sixty-seven (67) sexual assault victims, with nineteen (19) of these victims being under the age of seventeen (17), and eighty-six (86) children’s programs;
4. We made the following educational presentations:

-Hands are not for Hitting (2 nd Grade)	-	696 Kids
-Harassment vs. Flirting (6 th Grade)	-	625 Kids
-Dating Violence and Date Rape Prevention (9 th Grade)	-	467 Kids
-Other Presentations	-	322 Kids
5. Services Provided

	<u>Number of Times Provided</u>
Transportation	620
Referrals/Information	1,826
Court Accompaniment	329
Protection Order Assistance	252
Material Assistance (other than shelter)	186
Hospital Accompaniment	42
Emergency Legal Advocacy	211
Other Criminal Justice Support/Advocacy	322
STRIVE Children’s Group	48
Adult Support Group	48
Personal Advocacy (crisis counseling)	4223
6. Overall Services Provided by Families First, Incorporated:
Safe Shelter, 24 hours crisis response, Hospital accompaniment, Court Services, Criminal Justice System Advocacy, Adult Counseling, Community Education, Professional Training, Parenting Skills Training, Emergency Transportation, Emergency Material Assistance, and Families Values Thrift Shops;
7. We really appreciate the assistance we receive from you.

Agenda Item #6: PROCLAMATION - APPROVAL and ADOPTION of BLACK HISTORY MONTH PROCLAMATION:

Chairman Godwin requested Board approval and adoption of the following Black History Month Proclamation.

BLACK HISTORY MONTH in COLUMBUS COUNTY
PROCLAMATION

WHEREAS, much of Columbus County's honor, strength and stature can be attributed to the diversity of cultures and traditions that are celebrated by the citizens of our county; **and**

WHEREAS, African Americans have played significant roles in the history of our economics, cultural, spiritual and political development while working tirelessly to maintain and promote their culture and history; **and**

WHEREAS, as a result of their determination, hard work, intelligence and perseverance, African Americans have made valuable and lasting contributions to Columbus County and our state, achieving exceptional success in all aspects of society including business, education, politics, science, and the arts; **and**

WHEREAS, in 1978, *Black History Month* was formally adopted to honor and affirm the importance of Black History throughout our American experience, which goes back hundreds of years and includes some of the greatest, most advanced and innovative societies in our history that we can all draw inspiration from; **and**

WHEREAS, *Black History Month* is a time for all Americans to remember the stories and teachings of those who helped build our nation, took a stance against prejudice to build lives of dignity and opportunity, advanced the cause of civil rights, and strengthened families and communities; **and**

WHEREAS, during *Black History Month*, all Americans are encouraged to reflect on past successes and challenges of African Americans and look to the future to continue to improve society so that we live up to the ideals of freedom, equality and justice.

NOW, THEREFORE, WE, THE COLUMBUS COUNTY BOARD OF COMMISSIONERS, do hereby proclaim the month of February, 2006, to be ***BLACK HISTORY MONTH*** in Columbus County, North Carolina, and do encourage all citizens to join us in honoring the many contributions made by African Americans throughout this county and to participate in the many educational events honoring the contributions of Black Americans.

ADOPTED this the 6th day of February, 2006.

COLUMBUS COUNTY BOARD OF COMMISSIONERS
/s/ **KIPLING GODWIN, Chairman**

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

Commissioner McKenzie made a motion to approve and adopt the Black History Month Proclamation, seconded by Commissioner Jacobs. The motion unanimously carried.

Chairman Godwin requested the original Proclamation to be displayed at the main Columbus County Library and copies to be displayed in all the additional County libraries located within Columbus County.

Agenda Item #7: BEAVER CONTROL ISSUES within COLUMBUS COUNTY:

Vice Chairman David L. Dutton, Jr. stated the following relative to the problems resulting from beavers within Columbus County.

1. There is a big problem all over the county resulting from beavers;
2. We are presently trapping at thirty-one (31) locations in the County for beavers with the use of Milton McLean;

3. We need to do whatever it takes to get this beaver problem under control.

Lofton Cox, private citizen, stated the following:

1. I have taken some photographs of the damage resulting from the beavers which are circulating at the present, and you can see the devastating results;
2. There is water under bridges up to the bottom of the bridge body;
3. The water is green which ultimately means the water is not moving like it should;
4. It is my opinion the North Carolina Wildlife Department should be responsible for eliminating this problem;
5. I am recommending the Board of Commissioners to pass an Ordinance that will allow beaver eradication to the private citizens.

Milton McLean, Wildlife Specialist, stated the following:

1. I am a Wildlife Specialist and I work with USDA;
2. Columbus County allots four thousand and 00/100 (\$4,000.00) dollars to the Beaver Management Program yearly;
3. I am the only person working in Columbus County in the Beaver Management Assistance Program, and from January 1, 2005 until December 31, 2005, I performed the following work:
 - Number of jobs completed: 116
 - Number of beaver dams removed by explosives: 95
 - Number of beaver dams removed manually: 76
 - Number of beavers removed by trapping or shooting: 785
 - Most beavers trapped in one night: 26
 - Most beavers removed from one job: 144
4. The Wildlife Services has extended the beaver trapping season thirty (30) days;
5. In 1920, beavers were totally eradicated, and the Wildlife Services released a stock of beavers in North Carolina for repopulation in 1939;
6. In 1956, problems related to beavers began to surface;
7. One (1) problem that we are experiencing is that some landowners will not allow you to go on their property and destroy the beavers, or the beaver dams, and this results in the surrounding properties suffering damage;
8. There is costs associated with the beaver eradication which the landowner has to pay, and some landowners are not able to pay, or not willing to pay; **and**
9. If more sources of revenue could be found to allow for more help, this would be a big help toward the eradication of beavers within Columbus County, along with a cooperative effort from surrounding counties.

Vice Chairman Dutton recommended that a committee be formed which would consists of three (3) sitting County Commissioners, Lofton Cox and Terry Ward. This committee will work on finding a workable solution to the beaver problems being experienced within Columbus County.

Commissioner Prevatte stated there were forty-one (41) counties paying four thousand and 00/100 (\$4,000.00) dollars into the Beaver Management Program, and recommended that one (1) private citizen be appointed to this committee from each Commissioner's district.

Commissioner Memory recommended that counsel try and locate a suitable Ordinance that would grant permission to the necessary people to make entry onto any property within Columbus County where there is a beaver problem for the purpose of beaver eradication.

MOTION: A motion was made by Vice Chairman Dutton for a committee to be formed which will be named the Beaver Management Program Committee, with Vice Chairman Dutton serving as Chairman, Commissioner Sammie Jacobs serving as Vice Chairman, and one (1) private citizen to be appointed by each Commissioner from their district, for the purpose of meeting to find possible solutions to the beaver problems within Columbus County. This motion was seconded by Commissioner Jacobs and unanimously carried.

Vice Chairman Dutton requested that each Commissioner be prepared to make their appointment to the Beaver Management Program at the next meeting on February 20, 2006.

Agenda Item #8: RESOLUTION - APPROVAL and ADOPTION of NOTICE and RESOLUTION to CANCEL MEETING of the BOARD of COUNTY COMMISSIONERS of COLUMBUS COUNTY:

Chairman Godwin requested Board approval and adoption of the following Resolution to Cancel Meeting of the Board of County Commissioners of Columbus County due to the absence of Board members and staff who will be attending the NACo Legislative Conference in Washington, DC.

NOTICE and RESOLUTION to CANCEL MEETING of the BOARD of COUNTY COMMISSIONERS of COLUMBUS COUNTY, NORTH CAROLINA

The **Board of County Commissioners** of Columbus County, North Carolina, unanimously approved on the 6th day of February, 2006, to adopt the following **Resolution**.

W I T N E S S E T H :

WHEREAS, the **Board of County Commissioners** of Columbus County, North Carolina, has presently scheduled meetings at 6:30 P.M. on the first Monday and at 6:30 P.M. on the third Monday of each month; **and**

WHEREAS, the **Board of County Commissioners** of Columbus County, North Carolina, is desirous of cancelling the meeting scheduled for the first Monday in March, only.

BE IT, THEREFORE, RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBUS COUNTY, North Carolina, pursuant to N.C.G.S. 153A-40, to cancel the regular meeting of the said Board scheduled for March 06, 2006, be, and the same is hereby canceled, and the next regularly scheduled meeting of the said Board shall be in the Columbus County Commissioners' Chambers, Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina, on Monday, February 20, 2006.

BE IT, FURTHER, RESOLVED by the **Board of County Commissioners** that a copy of this **Resolution** and **Notice** shall be placed on the Courthouse Bulletin Board, as well as forwarded to all of the news media who has requested notice.

ADOPTED this the 6th day of February, 2006.

COLUMBUS COUNTY BOARD OF COMMISSIONERS
/s/ **KIPLING GODWIN, Chairman**

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

Commissioner Jacobs made a motion to approve the Notice and Resolution to Cancel Meeting of the Board of County Commissioners of Columbus County, seconded by Commissioner Norris. The motion unanimously carried.

AGENDA ADD-ONS:

Item #1: LEGAL and PROFESSIONAL - APPROVAL of MANAGEMENT CONTRACT for the COLUMBUS COUNTY AIRPORT:

Steven W. Fowler, Columbus County Attorney, requested Board approval of the following Management Contract with Classic Aviation, Incorporated for the Columbus County Airport.

NORTH CAROLINA
COLUMBUS COUNTY

MANAGEMENT CONTRACT

THIS CONTRACT, entered into this ____ day of _____, 20__, by and between the COUNTY OF COLUMBUS (hereinafter called "Owner"), and CLASSIC AVIATION, INC., (hereinafter called "Manager");

W I T N E S S E T H :

WHEREAS, the Owner desires CLASSIC AVIATION, INC. to act as manager in the day-to-day operation of the airport.

WHEREAS, CLASSIC AVIATION, INC. has agreed to provide management for the COLUMBUS COUNTY MUNICIPAL AIRPORT;

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

1. Scope of Manager Services. The Manager agrees to operate the airport in accordance with the obligation of the Owner to the State of North Carolina and/or Federal Government including any existing or future Grant Agreements. The Manager will work to secure highly competitive additional discretionary funding from the FAA. In furtherance of this general covenant, but without limiting its general applicability, the Manager specifically agrees:
 - (a) to operate the airport for the use and benefit of the public;
 - (b) to make available all airport facilities and services to the public on fair and reasonable terms and without discrimination;
 - (c) to provide space on the airport, to the extent available, and to grant rights and privileges for use of the landing area facilities of the airport to all qualified persons, firms and corporations desiring to conduct aeronautical operations on the airport;
 - (d) to manage the County's airport property;
 - (e) to perform routine daily or periodic maintenance and custodial services;
 - (f) to inspect on a daily or periodic basis all airport facilities, including airport lighting, navigational aids, runways, ramps, and aprons and report problems/issues to the airport Authority;
 - (g) to coordinate grounds keeping and maintenance activities to aircraft runways, aprons and ramps, including removal of weeds and debris, with the County of Columbus and the Airport Authority;
 - (h) to supervise County employees that are assigned to work or conduct operations on airport property or in the airport facilities;
 - (I) to appoint a person to the position of Director of Airport for Columbus County at no additional costs to Owner;
 - (j) to maintain the hours of operation of 8:00 am to 6:00 pm Monday thru Saturday, 9:00 am to 6:00 pm on Sunday and as needed due to county medical emergency; and closed on Christmas Day;
 - (k) to conduct informal meetings on a regular basis with airport users to discuss issues, problems, projects, user needs, and complaints. Airport Manger shall also keep the County, Airport Authority, and users apprised of proposal changes, improvements and problems;
 - (l) to provide users with updates to airport rules, regulations, policies, and other changes;
 - (m) to report in writing to the County Commissioners on the general state of Airport operations;
 - (n) to provide any other related management activities which are now or may become in the future customary for Airport Mangers to perform.
 - (o) to meet with the North Carolina Department of Aviation, attend Airport Conferences, maintenance seminars and other meetings related to airport improvements and growth;

- (p) establish and maintain effective working relationships with pilots, business executives, Federal, State and local officials, other County department heads, employees, airport consultants, customers, and the general public;

2. Scope of Owner's Support. Owner shall provide the following support to the airport facility and manager:

- (a) adopt a budget annually that is sufficient to sustain airport operations;
- (b) match any federal grants received from airport improvements in an amount sufficient to obtain a grant;
- (c) provide no less than one full time employee and one part-time employee to support obligation under the direct supervision of the manager;
- (d) provide equipment and employees to maintain the airport grounds and facilities;
- (e) provide a county vehicle "courtesy car" for the airports and customers use.

3. Term of Agreement. The term of this contract shall be one year from the date of this contract, subject to prior termination pursuant to Section 23. Thereafter, the term of this contract will automatically renew for an additional year on each anniversary of the start date listed in this section, unless one of the Parties has notified the other, in writing anytime at least Sixty (60) days notice before the anniversary of the start date each year to terminate this contract.

4. Payment. County shall pay MANAGER for services rendered pursuant to this agreement the sum of THIRTY EIGHT THOUSAND AND NO/100 (\$38,000.00) DOLLARS annually, and compensate mileage and travel as any other County employee. Payable in monthly installments of Three Thousand One Hundred Sixty-Six and 67/100 (\$3,166.67) Dollars.

5. Exclusive Agreement. This agreement is nonexclusive. The Board of Commissioners do explicitly reserve the right to contract with other airport managers to perform same or similar duties during the duration of this contractual agreement. MANAGER, however, is not exclusively bound to the county, and MANAGER is free to pursue other private employment on either a full or part time basis.

6. Independent Contractor. MANAGER acknowledges that, in entering into this contract and providing services, the MANAGER is acting as an independent contractor; neither the MANAGER nor his or her employees, members or personnel shall be deemed or construed to be employees of Columbus County at any time during the duration of this Contract. The MANAGER shall be solely responsible for payment of all required State and Federal taxes PROVIDED HOWEVER, that the MANAGER, shall provide such documentation as COUNTY deems necessary to meet any and all federal and state tax guidelines regarding employment contract employees.

As such, the MANAGER is not entitled to, nor shall be eligible for, any benefits provided by the County to any of its permanent or temporary employees, including but not limited to vacation leave, sick leave, retirement, longevity and group insurance.

7. Indemnity. MANAGER shall indemnify and hold The Board of Commissioners and the OWNER, it agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorneys fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the MANAGER hereunder, resulting from the negligence of or the willful act or omission of the MANAGER, his/her agents, employees and subcontractors.

8. Insurance. MANAGER shall provide proof of coverage through insurance already maintain by the Airport and acceptable to COUNTY, of the kinds and minimum amounts specified below.

MANAGER shall provide proof of the general liability insurance providing liability limits of a minimum amount of ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00) annual aggregate. CLASSIC AVIATION, INC. shall have the insurance agent furnish COUNTY a certificate of insurance evidencing the existence of such coverage, and providing for fifteen (15) days notice of any material change in coverage.

9. Certificates and Notice of Cancellation. Before commencing work under this contract, or within a reasonable time thereafter, both parties hereto shall furnish, each to the other, with certificates of all insurance required hereunder. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by County".

The Certificate of Insurance, naming COUNTY as an additional insured, shall be further evidenced by an actual endorsement furnished to the County from the Insurer within thirty (30) days of the signing of the contract or a reasonable time thereafter, between the Professional and the County.

10. Business Associate Agreement. CLASSIC AVIATION, INC. shall be considered a Business Associate of Columbus County.

11. Extra Work. OWNER and MANAGER shall negotiate and agree upon the value of any extra work prior to the issuance of a Change Order covering said extra work. Such Change Order shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

12. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

13. Subcontracts. MANAGER shall utilize no subcontractors for carrying out the services to be performed under this Contract without the written approval of the County.

14. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

15. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

16. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

17. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

18. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:

Columbus County Attorney
Attention: Steve Fowler, Esquire
111 Washington Street
Whiteville, North Carolina 28472

To Manager:

CLASSIC AVIATION, INC
P.O. Box 253
Chadbourn, NC 28431

19. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

20. Nondiscrimination. CLASSIC AVIATION, INC. will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any

person participation in or the benefits of the activities which are the subject of this contract, because of race, creed, color, sex, age, disability, or national origin.

21. Non-appropriation. All funds for payment by the County under this contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners for the services provided under the contract, the County will terminate the contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Manager on sixty (60) days' prior written notice.

22. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

23. Termination. This agreement may be terminated at any time by either party, without penalty, provided that written notice of such termination is furnished to the other party at least sixty (60) days prior to termination. Net payment shall be appropriated at the date of termination.

24. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this agreement must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplicate originals, all on the day and year first above written.

COLUMBUS COUNTY COMMISSIONERS

By: _____
Chairman, Columbus County Commissioners

Approved as to form:

County Attorney

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

County Finance Officer

CLASSIC AVIATION, INC.

By: _____(SEAL)

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

I, _____, a Notary Public of said County and State hereby certify that, _____, personally came before me this day and acknowledged that he is Chairman of the Board of County Commissioners of Columbus County, and that the foregoing or annexed instrument was signed in its name and sealed by him on behalf of said County by its authority duly given. And the said Chairman acknowledged the said writing to be the

act and deed of said County of Columbus.

WITNESS my hand and official seal or stamp, this the ____ day of _____, _____.

(SEAL)

NOTARY PUBLIC
My Commission Expires: _____.

NORTH CAROLINA
COLUMBUS COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that _____ acknowledged that _ he is the _____ of Classic Aviation, Inc. a North Carolina corporation and that by authority duly given and as the act of each entity, _ he signed the forgoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this ____ day of _____, 20____.

(SEAL)

Notary Public
My commission expires: _____

Commissioner Memory made a motion to approve the Management Contract with Classic Aviation, Incorporated for the Columbus County Airport, seconded by Commissioner Prevatte. The motion unanimously carried.

Mike Helm, reporter from The News Reporter, stated he had an objection to this due to the fact the information was intentionally withheld from him, which prevented him from placing this information in the paper, and was not mailed to him until 5:00 P.M., Monday. It is my understanding there are people who are interested in bidding on this contract.

Item #2: LEGAL and PROFESSIONAL - APPROVAL of the HEALTH PROFESSIONAL CONTRACT for the RE-CREATION of the NURSE LIAISON POSITION (DRAFT FORM):

Steven W. Fowler, Columbus County Attorney, requested Board approval of the following draft form of the Health Professional Contract for the re-creation of the Nurse Liaison position.

**NORTH CAROLINA
COLUMBUS COUNTY HEALTH PROFESSIONAL CONTRACT**

THIS CONTRACT, entered into this ____day of _____, 20__, by and between the COUNTY OF COLUMBUS (hereinafter called "COUNTY"), and COLUMBUS REGIONAL HEALTHCARE SYSTEM, INC., (hereinafter called "HOSPITAL"), whose principal office and place of business is in Columbus County;

WHEREAS, COUNTY has been directed by the North Carolina Office of Emergency Medical Services, in accordance with EMS Temporary Rule, Section .2601 (a) "County government shall establish EMS Systems;" and

Whereas, County has implemented an EMS PLAN to provide emergency medical services and E 9-1-1 service in Columbus County; and

Whereas, Hospital has agreed to provide the position as EMS NURSE LIAISON to provide as a liaison with EMS PROVIDERS, the County's contracted MEDICAL DIRECTOR, and the COUNTY;

NOW THEREFORE, for and consideration of the mutual covenants and conditions contained herein, the parties hereto, hereby agree as follows:

1. Scope of Services. EMS NURSE LIAISON shall provide the services set forth in Schedule "A", attached hereto and made a part hereof by reference. He/she will devote such time as reasonably necessary to fulfill the responsibilities set forth herein. The EMS NURSE LIAISON shall be allowed to continue to engage in the private, or other, practice of medicine when not performing duties required of this Contract.
2. Term of Agreement.
 1. The term of this contract shall be one year from the date of signing by the Chairman of the Columbus County Commissioners, subject to prior termination pursuant to Section 22. Thereafter, the term of this contract will automatically renew for an additional year on each anniversary of the Start date listed in this section, unless one of the Parties has notified the other, in writing anytime at least Sixty (60) days notice before the anniversary of the start date each year to terminate this contract.
 2. The County will provide a written report regarding the current status of the Infection control program as stated by the Columbus County System Plan. Responsibilities for Infection Control by Medical Control will begin with the endorsement of this contract.
 3. The County will provide a budget line item for the cost of drug screening, alcohol screening and Tuberculosis screening and any other reasonable services and/or equipment to accomplish these tasks.
3. Payment. County shall pay Hospital for services rendered pursuant to this agreement the sum of TWENTY FIVE THOUSAND DOLLARS AND NO/100 (\$25,000.00), to be paid in four (4) quarterly amounts of SIX THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100 (\$6,250.00) each commencing in the month of January 2006 and payable at the time of the scheduled accounts payable day in April 2006, July 2006 and October 2006 and for each successive year of the active contract in these respective months.
4. Exclusive Agreement. This agreement is non-exclusive. The Board does not reserve the right to contract with other EMS NURSE LIAISON to perform same or similar duties during the duration of this contractual agreement. EMS NURSE LIAISON, however, is not exclusively bound to County, and EMS NURSE LIAISON is free to pursue other private employment on either a full or part time basis.
5. Minimum Qualifications. EMS Nurse Liaison, and any or all EMS Nurse Liaison's employees, shall possess and maintain the minimum qualifications set forth in Schedule "B" attached hereto and made a part hereof by reference.
6. Independent Contractor. HOSPITAL acknowledges that the EMS Nurse Liaison serves as an independent contractor of County and as such, is not entitled to, nor shall any of its employees be eligible for any benefits provided by County to any of its permanent or temporary employees, including but not limited to vacation leave, sick leave, retirement, longevity, and group insurance. Further, County shall not be required to withhold any federal or state taxes.
7. Indemnity. HOSPITAL, hereby agrees it shall indemnify and hold County, its employees and agents, harmless from all claims, demands causes of action, or other liability, including attorney fees, resulting from or on account of personal injuries or death, or on account of property damages arising out of or relating to the work to be performed by the EMS NURSE LIAISON hereunder, resulting from the negligence of the NURSE LIAISON.
8. Insurance. HOSPITAL shall maintain professional liability insurance to cover the EMS NURSE LIAISON position. The EMS NURSE LIAISON shall have the insurance agent furnish COUNTY a certificate of insurance evidencing the existing of such coverage, and providing for fifteen (15) days notice of any material change in coverage.
9. Certificates and Notice of Cancellation. Before commencing work under this contract, or within a reasonable time thereafter, both parties hereto shall furnish, each to the other, with certificates of all insurance required hereunder. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by County".

The Certificate of Insurance, naming COUNTY as an additional insured, shall be further evidenced by an actual endorsement furnished to the County from the Insurer within thirty (30) days of the signing of the contract or a reasonable time thereafter, between the Professional and the County.

10. Workers Compensation and Employers Liability Insurance. The Hospital will cover The EMS NURSE LIAISON to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's liability insurance providing limits at least in the amount of \$100,000/500,000/100,000. applicable to claims due to bodily injury by accident or disease.

11. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

12. Subcontracts. The EMS NURSE LIAISON shall utilize no subcontractors for carrying out the services to be performed under this Contract without the written approval of the County.

13. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

14. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

15. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

16. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

17. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:

Columbus County Attorney
Attention: Steve Fowler
 111 Washington Street
 Whiteville, North Carolina 28472

To Professional:

Columbus Regional Healthcare System
 500 Jefferson Street
 Whiteville, NC 28472

18. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

19. Nondiscrimination. EMS NURSE LIAISON will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the activities which are the subject of this contract, because of race, creed, color, sex, age, disability, or national origin.

20. Non-appropriation. All funds for payment by the County under this contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners, due to bankruptcy or insolvency of the County, for the services provided under the contract, the County will terminate the contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Professional on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this

contract beyond the date of termination.

21. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

22. Termination. This agreement may be terminated at any time by either party provided that written notice of such termination is furnished to the other party at least ninety (90) days prior to termination.

This contract will become null and void if the county terminates Dr. William F. Obrecht as Medical Director. In that event, all parties understand that the responsibility of the duties defined by this contract will immediately revert to Columbus County Emergency Services and timely payment by the county to the hospital for 2 subsequent quarters will become due immediately.

23. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this agreement must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplicate originals, all on the day and year first above written.

COLUMBUS COUNTY COMMISSIONERS

By: _____
Chairman, Columbus County Commissioners

Approved as to form:

County Attorney

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

County Finance Officer

Columbus Regional Healthcare System

By: _____ (SEAL)

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

I, _____, a Notary Public of said County and State hereby certify that, _____, personally came before me this day and acknowledged that he is Chairman of the Board of County Commissioners of Columbus County, and that the foregoing or annexed instrument was signed in its name and sealed by him on behalf of said County by its authority duly given. And the said Chairman acknowledged the said writing to be the act and deed of said County of Columbus.

WITNESS my hand and official seal or stamp, this the ____ day of _____,
_____.

(SEAL)

NOTARY PUBLIC

My Commission Expires: _____.

NORTH CAROLINA

COLUMBUS COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this _____, day of _____, 20_____.

_____(SEAL)

Notary Public

My commission expires:_____

NORTH CAROLINA

COLUMBUS COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this _____, day of _____, 20_____.

_____(SEAL)

Notary Public

My commission expires:_____

NORTH CAROLINA

COLUMBUS COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that _____ acknowledged that _ he is the _____ of Columbus Regional Healthcare System a North Carolina non-profit corporation and that by authority duly given and as the act of each entity, _ he signed the forgoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this ____ day of _____, 20_____.

_____(SEAL)

Notary Public

My commission expires:_____

SCHEDULE "A"

1. Reports to the contracted Columbus County Medical Director.
2. Acts independently and serves in a leadership capacity.
3. Provides medical review of patient care documented information provided by patient care reports.
4. Serves on and coordinates scheduling meetings of Quality Management Committee.

5. Serves as secretary for Quality Management Committee meetings and maintains committee minutes.
6. Assists with delivery of the Continued Education program in Columbus County as directed with the Continued Education Oversight.
7. Applies adult education principles in teaching/learning situations.
8. Evaluates patient care rendered by other health care professionals.
9. Demonstrates ability in interpersonal communications with hospital staff and EMS personnel.
10. Maintains field experience by periodically riding with EMS professionals on an ambulance call involving patient transportation.
11. Functions as a communication link between the County, i.e. Columbus County Emergency Services, EMS personnel and inpatient services specifically Department of Nursing at receiving facilities.
12. Coordinates scheduling of clinical rotations and identifies clinical sites and units. Approved EMS instructors and nurses may assist in clinical rotations.
13. Coordinates the orientation of EMS personnel to the clinical areas of the hospital.
14. Coordinates the evaluation of skill performance and procedures of EMS personnel following the standardized evaluation criteria established and adopted by the Continued Education Program in Columbus County.
15. Applies the Nursing Practice Action of North Carolina to the roles of EMS Nurse Liaison/nurse preceptor in EMS initial and continuing education programs.
16. Monitors and evaluate the quality of pre-hospital care given by EMS personnel.
17. Maintains appropriate confidentiality.
18. Identifies problems of the EMS personnel and forwards such to the Medical Director, pursuing feedback and actively participates in resolution.
19. Projects a positive professional image as evidenced by appearance and conduct.
20. Demonstrates awareness of legal issues in all aspects of patient care and manages situation in a reduced risk manner.
21. Performs other related duties as assigned by the Medical Director.

SCHEDULE "B"

EMS NURSE LIAISON shall have graduated from an approved school of nursing, be properly and currently licensed/certified as a nurse in the State of North Carolina and must have a valid North Carolina driver's license.

North Carolina Nurse License/Certificate number _____

Social Security Number _____

NC State Driver's License Number _____

EMS NURSE LIAISON shall have considerable knowledge of the practice and principles of medicine, preventive measures, community resources and other standards of public health.

EMS NURSE LIAISON shall have knowledge of state and federal guidelines for recommended medical practice and have working knowledge of the laws, ordinances, standards and regulations pertaining to the duties and responsibilities stated herein.

EMS NURSE LIAISON shall have performance aptitudes which include:

Ability to maintain credibility in the community, to deal tactfully and courteously with the general public and employees of COUNTY OF COLUMBUS and be culturally sensitive.

Ability to perform work involving considerable interaction with children, families and community agencies.

Ability to exercise judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental or subjective criteria, as opposed to that which is clearly measurable or verifiable.

Ability to perform tasks requiring exertion of light physical effort in sedentary to light work; may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds) for such tasks as moving supplies or equipment. May involve lifting, holding and restraining children of heavier weight. May involve extended periods of time standing, stooping, sitting and stretching.

Ability to perform work requiring extended periods of repetitive motions that include lifting, fingering, grasping, flipping, handling records, papers and supplies for such tasks as using medical and standard office equipment. Must be able to climb steps and balance oneself in narrow spaces. Work requires manual dexterity to include the ability to apply pressure with fingers and hands in performing such tasks as teeth extractions and other dental practices.

Ability to perform work requiring visual perception and discrimination for providing medical services, operating clinic machines, computer screen and medical records. Ability to observe client and environment to identify problems. Work requires oral communications ability, including talking and hearing.

Mental skills required include excellent mental concentration and alertness. Must have ability to work independently. Must have ability to follow oral and written instructions and explain instructions to others. Must have ability to use judgment in determining treatment plan and appropriate referrals. Must have ability to problem-solve and facilitate interventions.

Must have ability to perform work within unique environmental conditions. Subject to perform work in both inside and outside environment, but not substantially exposed to adverse environmental conditions. May be exposed to cleaning chemicals at times such as inhalants and deodorizers. Potential for biohazard exists, especially from communicable disease. Must be able to assess situation and determine correct protective equipment. Shall follow established infection control and blood pathogen policy. Shall use extreme caution and follow written procedures when performing duties that could lead to injury or exposure. Shall report and/or follow-up reports of unsafe work practices. Must be aware of safety hazards at assigned work sites. Must report unsafe conditions to appropriate personnel.

Vice Chairman Dutton made a motion to approve the draft form of the Health Professional Contract for the re-creation of the Nurse Liaison Position, contingent on Steven W. Fowler's, Columbus County Attorney, final approval. This motion was seconded by Commissioner Norris was unanimously carried.

Agenda Item #9: CONSENT AGENDA ITEMS:**A. Budget Amendments:**

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

TYPE	ACCOUNT	DETAILS	AMOUNT
Expenditure	10-620-8200	Interest - Leased Vehicle	(\$1,000)
	10-335-0000	Reserve Account (Insurance Check/Riegelwood)	(\$2,699)
	10-336-0200	Misc, Facility Fees	(\$935)
Revenue	10-620-8100	Principal - Leased Vehicle	\$1,000
	10-620-3400	Special Projects	\$2,699
	10-620-3400	Special Projects	\$935
Expenditure	10-420-5700	Miscellaneous Expenses	\$3,000
	10-660-9999	Contingency	(\$3,000)
Expenditure	10-700-9705	Rural General Public Fund	\$15,234
Revenue	10-399-0000	Fund Balance Appropriated	\$15,234
Expenditure	54-510-3300	Departmental Supplies-Special Alcohol and Drug (10% of mobile video camera grant)	\$2,869
	54-510-3300	Departmental Supplies-Special Alcohol and Drug (Edward Byrne Justice Assistance Grant Program "Smile! You're on Camera")	\$28,690
Revenue	54-399-0000	Funds Appropriated	\$2,869
	54-349-1000	Edward Byrne Justice Assistance Grant Program	\$28,690
Expenditure	10-510-7400	Departmental Supplies	\$21,891
Revenue	10-335-0000	Miscellaneous Revenue	\$21,891
Expenditure	10-610-6070	Crisis Intervention	\$34,041
Revenue	10-348-1621	Crisis Intervention	\$34,041
Expenditure	10-610-0200	Salaries and Wages	\$40,600
	10-610-3200	Office Supplies	\$5,432.00
Revenue	10-348-1610	Work First Block Grant	\$46,032
Expenditure	10-610-6065	CP&L energy	\$340
Revenue	10-348-1660	CP&L	\$340
Expenditure	10-601-3200	Other Supplies	\$400

	10-601-3300	Printing/Binding	\$300
	10-601-5700	Miscellaneous/Refreshments	\$300
Revenue	10-348-0011	NC Dept of Insurance/Senior Health	\$1,000
Expenditure	10-610-6065	CP&L	\$1,155
Revenue	10-348-1660	CP&L	\$1,155
Expenditure	10-598-0200	Salaries	\$3,177
Revenue	10-348-1400	WIC Funds	\$3,177
Expenditure	10-591-0200	Salaries	\$9,000
	10-591-3300	Departmental Supplies	\$1,268
	10-591-4600	Drugs and Supplies	\$7,000
Revenue	10-348-0700	Family Planning	\$17,268
Expenditure	10-586-0200	Salaries	(\$25,821)
Revenue	10-348-1201	Health Promotion	(\$25,821)
Expenditure	10-582-3300	Departmental Supplies	\$5,000
Revenue	10-348-1001	Healthy Carolinians	\$5,000
Expenditure	10-579-3300	Departmental Supplies	\$1,585
Revenue	10-348-0702	Immunization Action	\$1,585
Expenditure	10-577-0200	Salaries	(\$10,943)
	10-577-3300	Departmental Supplies	(\$3,911)
Revenue	10-348-0506	Bioterrorism	(\$14,854)
Expenditure	10-575-0200	Salaries	\$500
	10-575-3300	Departmental Supplies	\$1,079
Revenue	10-348-0906	Summer Food Program	\$1,079
	10-348-1501	Restaurant Heart Health Survey	\$500

B. Tax Refunds and Releases:

Commissioner Jacobs made a motion to approve the following Tax Refunds and Releases, seconded by Commissioner Prevatte. The motion unanimously carried.

**TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office);
Monday, February 06, 2006**

Refunds Name: Coleman, David L. Amount: \$383.25
Value: \$52,500.00 Year 005 Account # 06-02016 Bill # 94367 Total \$393.75
Refund a portion of the property value and a portion of the Columbus Rescue. Transfer error on lot size.
2474 Richard Wright Rd. Tabor City NC 28463

Refunds Name: Ezzell, Annie G. Amount: \$0.00
 Value: \$0.00 Year 005 Account # 03-00859 Bill # 98171 Total \$177.00

Refund the user fee that was paid on vacant land.

817 Pine Forest Rd. Wilmington, NC 28409

Refunds Name: Gore, Charlie Amount: \$0.00
 Value: \$0.00 Year 004 Account # 03-08860 Bill # 97528 Total \$177.00

Refund user fee that was paid on vacant lot.

183 Bellamy Gore Ave. Whiteville NC 28472

Refunds Name: Gore, Charlie Amount: \$0.00
 Value: \$0.00 Year 005 Account # 03-08860 Bill # 1420 Total \$177.00

Refund user fee that was paid on vacant land.

183 Bellamy Gore Ave. Whiteville NC 28472

Refunds Name: Hall, Ronald L. Amount: \$28.21
 Value: \$3,864.00 Year 005 Account # 15-17106 Bill # 3254 Total \$36.98

Refund the value of a old mobile home, the Acme Delco Fire fee (4.64) and the Columbus Rescue (.77). The home has been junked.

741 Evergreen Ch. Rd. Delco NC 28436

Refunds Name: Merritt, Elizabeth Amount: \$0.00
 Value: \$0.00 Year 004 Account # 01-61643 Bill # 9160 Total \$177.00

Refund the user fee that was paid on a vacant house. Make check payable to Joan Rhodes and Columbus County Tax Admin.

1953 Pierce Cemetery Rd. Hallsboro NC 28442

Refunds Name: Small, Willard Amount: \$0.00
 Value: \$0.00 Year 005 Account # 10-01824 Bill # 217781 Total \$354.00

Refund user fees that were paid on vacant land.

PO Box 188 Fair Bluff NC 28439

Refunds Name: Turbeville, Edwin D. Amount: \$0.00
 Value: \$0.00 Year 004 Account # Bill # Total \$147.50

Refund user fee deposit on a house that customer never purchased.

8205 Clarendon/Chad. Rd. Chadbourn NC 28431

TAX RELEASES (as submitted to the Governing Body Office from the Tax Office)

February 06, 2006

Release the Property Value in the name of Atlantic Coast Foods Amount: \$1,022.28 Value:
 \$140,039.00 Year: 2005 Account # 01-02771 Bill # 7534 Total \$1,050.29 Release the
 business personal value and the Whiteville Rescue. The business equipment was moved out of the county in 2004.

Release the Property Value in the name of Cribb, Udell Amount: \$3.93 Value:
 \$539.00 Year: 2005 Account # 09-05404 Bill # 5475 Total \$4.80 Release the value of a
 boat, the Williams Fire (.32) and the Columbus Rescue (.11). The boat it double listed in the name of Royal Dale Cribb.

Release the Property Value in the name of Hayes, Dennis E. Amount: \$6.59

Value: \$3,294.00 Year: 2004 Account # 16-07640 Bill # 8629 Total \$6.59 Release the value of farm equipment for the Town of Cerro Gordo. The equipment is outside the town limits.

Release the Property Value in the name of Hayes, Dennis E. Amount: \$6.59 Value: \$3,294.00 Year: 2005 Account # 16-07640 Bill # 2915 Total \$7.25

Release the value of farm equipment for the Town of Cerro Gordo. The equipment is outside the town limits.

Release the Property Value in the name of King, Sheila Amount: \$117.60 Value: \$16,110.00 Year: 2005 Account # 03-01837 Bill # 627 Total \$310.70

Release the value of a mobile home, the Nakina Fire (12.88) and the Columbus Rescue (3.22). The home is listed in Brunswick County.

Release the Property Value in the name of Livingston, Ulysses Amount: \$337.99 Value: \$46,300.00 Year: 2005 Account # 11-04734 Bill # 0085 Total \$375.03 Release the property value, the Hallsboro Fire (27.78) and the Columbus Rescue (9.26) that is double listed in the name of Juanita Dubose.

Release the Property Value in the name of Prince, William Amount: \$3.65 Value: \$500.00 Year: 2005 Account # 06-30420 Bill # 7934 Total \$4.25 Release a portion of the property value. A portion of the Yam City fee (.50) and a portion of the Columbus Rescue (.10). Customer billed with incorrect acres.

Release the Property Value in the name of Taylor, Vanessa Amount: \$63.80 Value: \$8,740.00 Year: 2005 Account # 05-06973 Bill # 5465 Total \$281.98 Release the value of a mobile home, the North Whiteville fire (25.00) the Columbus Rescue (1.75) and W2 (7.87). Home was traded for a double wide and listed.

Release the Property Value in the name of United Methodist Ch. Amount: \$2,227.23 Value: \$305,100.00 Year: 2005 Account # 13-00002 Bill # 6946 Total \$2,288.25 Release the property value and the Columbus Rescue fee. The property should be exempt.

Release the Property Value in the name of Williams, Reginald Amount: \$347.88 Value: \$44,600.00 Year: 2004 Account # 15-04336 Bill # 5862 Total \$587.32

Release the value of a double wide home, the Acme Delco fire (53.52) and the Columbus Rescue (8.92). The home was repossessed in 1999.

Release the Property Value in the name of Williams, Reginald Amount: \$352.59 Value: \$48,300.00 Year: 2005 Account # 15-04336 Bill # 0057 Total \$597.21

Release the value of a double wide home, the Acme Delco fire (57.96) and the Columbus Rescue (9.66). The home was repossessed in 1999.

Release the Property Value in the name of Williams, Reginald Amount: \$321.12 Value: \$44,600.00 Year: 2000 Account # 15-04336 Bill # 9508 Total \$499.64

Release the value of a double wide home and the Acme Delco Fire fee. The home was repossessed in 1999.

Release the Property Value in the name of Williams, Reginald Amount: \$347.88 Value: \$44,600.00 Year: 2001 Account # 15-04336 Bill # 0546 Total \$575.32 Release the value

of a double wide and the Acme Delco fire (53.52) and the Columbus Rescue (8.92). The home was repossessed in 1999.

Release the Property Value in the name of Williams, Reginald Amount: \$347.88
 Value: \$44,600.00 Year: 2002 Account # 15-04336 Bill # 8754 Total \$587.32 Release
 the value of a double wide, the Acme Delco fire (53.52) and the Columbus Rescue (8.92). The home was
 repossessed in 1999.

Release the Property Value in the name of Williams, Reginald Amount: \$347.88
 Value: \$44,600.00 Year: 2003 Account # 15-04336 Bill # 9542 Total \$587.32 Release
 the value of a double wide home, the Acme Delco fire (53.52) and the Columbus Rescue (8.92). The home was
 repossessed in 1999.

Release the Refund in the name of Pope, Franklin Amount: \$0.00
 Value: \$0.00 Year: 2005 Account # 11-20660 Bill # 6911 Total \$177.00 Refund user
 fee on mobile home that has not been hooked up yet.

Release the User Fee in the name of Allgood, Fred Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 01-02301 Bill # 7140 Total \$90.48
 Release user fee on vacant house.

Release the User Fee in the name of Barnhill, William Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 12-00860 Bill # 8340 Total \$177.00 Release one of two user
 fees. Only one trash can here.

Release the User Fee in the name of Blackwell, Homer Amount: \$0.00
 Value: \$0.00 Year: 2005 Account # 01-06303 Bill # 9654 Total \$44.25 Release a
 portion of the user fee. Did not have the trash can for a full year.

Release the User Fee in the name of Bright, Charles Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 01-08479 Bill # 0483 Total \$177.00
 Release user fee on mobile home that is unlivable.

Release the User Fee in the name of Bright, Charles Amount: \$0.00 Value:
 \$0.00 Year: 2004 Account # 01-08479 Bill # 6764 Total \$177.00 Release user fee on
 mobile home that is unlivable.

Release the User Fee in the name of Brown, Walter Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 12-04060 Bill # 1274 Total \$354.00
 Release the two user fees on houses that are vacant.

Release the User Fee in the name of Byrd, Giles & Sons Amount: \$0.00 Value:
 \$0.00 Year: 2004 Account # 11-04796 Bill # 8579 Total \$88.50 Release one half of user
 fee. Hunting camp only used part time.

Release the User Fee in the name of Czartoszewiski, Wlodzimierz Amount: \$0.00
 Value: \$0.00 Year: 2005 Account # 03-03351 Bill # 5670 Total \$177.00 Release one
 of two user fees. Only one trash can here.

Release the User Fee in the name of Dubar, Flecksie Amount: \$0.00 Value:
 \$0.00 Year: 2004 Account # 15-12423 Bill # 2949 Total \$177.00
 Release user fee on house that is vacant, with no power and no trash can.

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Release the User Fee in the name of Dubar, Flecksie Amount: \$0.00 Value:
\$0.00 Year: 2005 Account # 15-12423 Bill # 6777 Total \$177.00 Release user fee on house
that is vacant has no power and no trash can.

Release the User Fee in the name of Duncan, Carliner Amount: \$0.00 Value:
\$0.00 Year: 2005 Account # 04-03580 Bill # 6916 Total \$90.48 Release user fee on
vacant land.

Release the User Fee in the name of Elliott, Kenneth Amount: \$0.00
Value: \$0.00 Year: 2005 Account # 16-03902 Bill # 7659 Total \$354.00 Release both
user fees attached to vacant land.

Release the User Fee in the name of Elliott, Kenneth Amount: \$0.00 Value:
\$0.00 Year: 2005 Account # 16-03902 Bill # 7660 Total \$177.00
Release one of two user fees. Only one house here.

Release the User Fee in the name of Faulk, Corine Amount: \$0.00 Value:
\$0.00 Year: 2004 Account # 13-12600 Bill # 4579 Total \$87.00 Release user fee that is
double listed in the name of Tamitrius McQueen.

Release the User Fee in the name of Faulk, William Amount: \$0.00
Value: \$0.00 Year: 2005 Account # 04-03960 Bill # 8569 Total \$90.48 Release user
fee on house that is vacant, has no trash can and no electricity.

Release the User Fee in the name of Garner, George Amount: \$0.00 Value:
\$0.00 Year: 2005 Account # 03-08180 Bill # 59 Total \$177.00
Release user fee on vacant house with no electricity.

Release the User Fee in the name of George, Titus Amount: \$0.00 Value:
\$0.00 Year: 2005 Account # 16-05027 Bill # 67 Total \$177.00 Release user fee on vacant
house with no power and no trash can.

Release the User Fee in the name of Godwin, Jake Amount: \$0.00 Value:
\$0.00 Year: 2005 Account # 09-10380 Bill # 126 Total \$177.00
Release user fee. Customer using a commercial hauler.

Release the User Fee in the name of Godwin, Larry Amount: \$0.00 Value:
\$0.00 Year: 2005 Account # 09-04032 Bill # 167 Total \$354.00 Release both user fees.
Customer using a commercial hauler.

Release the User Fee in the name of Godwin, Larry Amount: \$0.00
Value: \$0.00 Year: 2005 Account # 09-10580 Bill # 164 Total \$177.00 Release user
fee. Customer using a commercial hauler.

Release the User Fee in the name of Godwin, Larry Amount: \$0.00 Value:
\$0.00 Year: 2005 Account # 09-10580 Bill # 165 Total \$177.00
Release user fee. Customer using a commercial hauler.

Release the User Fee in the name of Hester, Sarah Amount: \$0.00 Value:

\$0.00 Year: 2005 Account # 12-11760 Bill # 716 Total \$177.00 Release user fee on house that is vacant.

Release the User Fee in the name of Jacobs, George Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 04-08120 Bill # 914 Total \$177.00 Release user fee. House is vacant and does not have a trash can.

Release the User Fee in the name of Jordan, Linda Amount: \$0.00
 Value: \$0.00 Year: 2005 Account # 12-01027 Bill # 164 Total \$177.00 Release one of two user fees. Only one double wide here.

Release the User Fee in the name of Kinlaw, Jimmy Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 12-14457 Bill # 687 Total \$177.00
 Release user fee. Customer using a commercial hauler.

Release the User Fee in the name of Kinlaw, Jimmy Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 12-14109 Bill # 688 Total \$177.00 Release user fee. Customer using a commercial hauler.

Release the User Fee in the name of Lewis, Jolene Amount: \$0.00
 Value: \$0.00 Year: 2005 Account # 06-02935 Bill # 867 Total \$177.00 release user fee on house that is vacant and has no trash can.

Release the User Fee in the name of Martin, Greg Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 12-18461 Bill # 1249 Total \$177.00
 Release user fee on house that is vacant and has no trash can.

Release the User Fee in the name of McColskey, Timothy Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 01-03261 Bill # 1629 Total \$177.00 Release user fee. Customer using a commercial hauler.

Release the User Fee in the name of Mercer, James Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 03-16422 Bill # 3121 Total \$177.00
 Release user fee on vacant house that has no trash can.

Release the User Fee in the name of Mobley, Betty Amount: \$0.00 Value:
 \$0.00 Year: 2004 Account # 11-17740 Bill # 725 Total \$177.00 Release user fee on house that is vacant and has no trash can.

Release the User Fee in the name of Palmer, Shade Amount: \$0.00
 Value: \$0.00 Year: 2005 Account # 11-02750 Bill # 5898 Total \$177.00 Release user fee on house that is vacant and has no trash can.

Release the User Fee in the name of Powell, James Amount: \$0.00 Value:
 \$0.00 Year: 2004 Account # 16-12322 Bill # 3054 Total \$87.00
 Release one of two user fees. One house is vacant.

Release the User Fee in the name of Singletary, Elmer Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 03-21900 Bill # 1508 Total \$177.00 Release user fee on house

that is vacant and has no trash can.

Release the User Fee in the name of Smith, Carl R. Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 03-00052 Bill # 1891 Total \$177.00 Release user fee on house
 that is vacant and has no trash can.

Release the User Fee in the name of Thompson, Frederick Amount: \$0.00
 Value: \$0.00 Year: 2005 Account # 04-00843 Bill # 5770 Total \$90.48 Release user
 fee on vacant house with no electricity or trash can.

Release the User Fee in the name of Trinity Baptist Ch. Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 01-83417 Bill # 6437 Total \$90.48
 Release user fee on vacant lot.

Release the User Fee in the name of Turbeville, Edwin Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 09-01231 Bill # 6587 Total \$177.00 Release user fee on
 mobile home that has never been set up.

Release the User Fee in the name of Watts, Ernest Amount: \$0.00
 Value: \$0.00 Year: 2004 Account # 02-03147 Bill # 4536 Total \$177.00 Release user
 fee on house that is vacant.

Release the User Fee in the name of Webb, Emmer Amount: \$0.00 Value:
 \$0.00 Year: 2005 Account # 08-20420 Bill # 8991 Total \$177.00
 Release user fee on house that is vacant, has no trash can and no electricity.

Agenda Item #10: COMMENTS:

Chairman Godwin opened the floor for comments that anyone would like to make. The following people spoke.

B. Department Heads:

1. **Carla Strickland (Board of Elections):** stated she would like to remind everyone that the filing date for public office begins on February 13, 2006, at 12:00 Noon, and ends on February 28, 2006, at 12:00 Noon.
2. **Sheriff Chris Batten:** stated there would be a Community Meeting in Roseland on February 21, 2006, at 6:00 P.M., at the Roseland Fire Department.
3. **Ed Worley (Aging):** we had seven hundred seventy-four (774) people come in during the month of December, 2005, that we rendered assistance to with matters related to Medicare.

C. Board of Commissioners:

1. **Commissioner Sammie Jacobs:** stated that as Chairman of the Personnel Committee, we received presentations from different two (2) insurance companies, namely Pierce and Mark III, for insurance coverage for Columbus County, and it is

our recommendation that the contract with Mark III, from Charlotte, North Carolina, be approved to provide insurance services for the County of Columbus, to be effective July 01, 2006. This will place all the insurance products under one (1) umbrella, they will be our agent of record, and will bring the contract back to the Board at a later day for approval.

Chairman Godwin stated a recommendation had been made by the Personnel Committee to approve permission to proceed with Mark III of Charlotte, North Carolina, to provide insurance services for the county of Columbus, they would be our agent of record, and would bring the contract back to the Board, at a later date, for approval.

After discussion was conducted among the Board members, the following motion was made.

MOTION: A motion was made by Commissioner Jacobs to approve permission to proceed with the contract with Mark III of Charlotte, North Carolina, to provide insurance services for the County of Columbus, they will be our agent of record, and will bring the contract back to the Board at a later date for approval, seconded by Commissioner McKenzie. The motion unanimously carried.

2. **Commissioner McKenzie:** requested Ms. Marva Scott, Social Services Director, to inform everyone of the extended hours at the Department of Social Services. Ms. Scott stated that on Tuesday only, the Department of Social Services would be open until 7:30 P.M.

E. **County Attorney:** Steven W. Fowler stated the following:

1. I would like to thank the Department Heads and the employees for their cooperation;
and
2. I would like to thank the County Commissioners.

RECESS REGULAR SESSION and enter into EXECUTIVE SESSION in ACCORDANCE with N.C.G.S. §143-318.11 (5) (I) PROPERTY ACQUISITION; and N.C.G.S. §143-318.11 (6) PERSONNEL:

At 7:25 P.M., Vice Chairman Dutton made a motion to recess Regular Session and enter into Executive Session in accordance with N.C.G.S. §143-318.11 (5) (i) Property Acquisition; and N.C.G.S. §143-318.11 (6) Personnel, seconded by Commissioner Norris. The motion unanimously carried.

No official action was taken.

ADJOURN EXECUTIVE SESSION and resume REGULAR SESSION:

At 8:05 P.M., Vice Chairman Dutton made a motion to adjourn Executive Session, and resume Regular Session, seconded by Commissioner Prevatte. The motion unanimously carried.

Agenda Item #12: ADJOURNMENT:

At 8:07 P.M., Vice Chairman Dutton made a motion to adjourn, seconded by Commissioner McKenzie. The motion unanimously carried.

APPROVED:

JUNE B. HALL, Clerk to Board

KIPLING GODWIN, Chairman