

**Regular Meeting**  
**Monday August 20, 2012**  
**9:00 am**  
**Chowan County Public Safety Center**  
**305 West Freemason Street**

Minutes

The Chowan County Board of Commissioners held their regular meeting on Monday, August 20, 2012 at 9:00 am at the Chowan County Public Safety Center. Present: Chairman Eddy Goodwin, Commissioners Keith Nixon, Jeff Smith, Emmett Winborne and John Mitchener. Commissioner Lawrence arrived at 9:05.

Commissioner Cole was absent.

Staff present: County Manager Zee Lamb, Finance Officer Kim Woodley and Board Clerk Susanne Stallings.

Chairman Goodwin called the meeting to order.

**Public Comment**

Chairman Goodwin then opened the floor to public comment.

Irma Phillips, a lot owner in Chowan Beach stated her concern with the article in the Chowan Herald and Daily Advance regarding potential code enforcement violations in Chowan Beach. She stated that she felt the Board and residents of the County should support low income residents whom she feels are forced to live in campers because of their economic situations.

Commissioner Lawrence joined the meeting.

Chairman Goodwin stated that the paper is not written or approved by the Board. He stated that the Board would not be discussing these violations at the current meeting, but at the next meeting on September 4, 2012.

Mary Doughty a resident of 3237 Rocky Hock Road stated that her family members are forced to live in a camper trailer. She stated that her family is not able to choose their residence and criticized the paper and the community for causing stress on the family residing in the camper trailer.

Lois Lane a resident of 219 Chapanoke Trail stated her son is living in a trailer while making improvements to a home. She stated she felt the neighbors in Chowan Beach should have more compassion.

Brenda Ashley stated she was a resident of Chowan Beach. She stated that residing in a trailer is the only option for her family. She stated that she felt that rather than picking on persons residing in trailers that the neighborhood should find ways to assist the families in Chowan Beach.

Sharon Moxley a resident of 505 Pasquonoke Trail stated that many of the residents that have spoken were her neighbors. She stated that while she feels Chowan Beach has many issues that need to be addressed, she suggested that all the community work alongside the Planner to clean up the area. She stated she felt the residents of Chowan Beach should offer help to those in need rather than pointing fingers.

Chairman Goodwin recognized District 1 NC House Candidate Bill Luton, and thanked him for his attendance at the meeting.

Being no further public comment Chairman Goodwin then closed the public comment period.

#### Retirement Recognition

Chairman Goodwin recognized Gardener Jackson on his retirement from the Chowan County Detention Facility along with Sheriff Dwayne Goodwin. They presented Mr. Jackson with a plaque recognizing his 30 years of service to Chowan County.

#### **Consent Agenda**

a. Approval of Minutes

Chairman Goodwin asked for any corrections or additions to the minutes of August 6, 2012.

Commissioner Mitchener asked for an update on hydrilla as discussed at the last meeting.

Mr. Lamb stated that staff has met with Mr. Dunn, the resident who brought the matter before the Board. He also informed the Board of a meeting scheduled between staff and the Army Corps of Engineers to discuss possible direction on the eradication of hydrilla and grant monies available.

Commissioner Mitchener asked for an update on the Senior Center employee request.

Mr. Lamb stated that he has met with Ms. Parker and have agreed on an option that is within the current budget.

Being no further discussion of the minutes, Commissioner Mitchener moved that the minutes be approved as submitted. Chairman Goodwin asked for all in favor, the motion passed unanimously (6-0).

**b. Budget Amendments**

<b>BA 1112-083:</b>		INCR	DECR		
41-3301-230-00	FEMA Reimbursement		33,765		
41-4930-121	Salaries & wages		34,299		
41-4930-126-00	Wages-part-time	480			
41-4930-181-00	FICA		5,863		
41-4930-182-00	Retirement		5,258		
41-4930-184-00	Supplemental retirement		1,000		
41-4930-221-00	Food & provisions		784		
41-4930-251-00	Automotive supplies		1,302		
41-4930-261-00	Office supplies	2			
41-4930-299-00	Departmental supplies		4,620		
41-4930-352-00	R & M Equipment	19,000			
41-4930-354-00	Repair Library		10,853		
41-4930-454-00	Contr. Svcs-ECS shelters		121		
	Total Expenditures	19,482	97,865		
Align Chowan County's budget for Hurricane Irene to the FEMA actual reimbursement.					
41-4935-354-00	Repair Library-Ins	10,853			
Move repairs to Library paid by insurance into the insurance department, separate from FEMA for tracking.					

<b>BA 1112-084:</b>		INCR	DECR
41-3493-890-00	Insurance proceeds	17,634.97	
41-4935-352-00	Repair equipment-Sr. Ctr co	445	
41-4935-354-00	Repair Library		2,647
41-4935-355-00	Repair Senior Center	19,165	
41-4935-361-00	Repair Swain School-Ins		1,090
41-4935-362-00	Repair N Chowan Comm Ctr-Ins		468
41-4935-364-00	Repair Old DF Walker-Recr-I	0.56	
41-4935-369-00	Repair COA DF Walker-Ins		7,846
41-4935-372-00	Repair EMS Unit 1-Ins		1,415
41-4935-373-00	Repair Ment. Hlth Bldg.-Ins	0.44	
41-4935-376-00	Repair new Courthouse-Ins		6,425
41-4935-381-00	Repair Jailer's House-Ins		674
41-4935-385-00	Repair Canon's Ferry-Ins		688
41-4935-386-00	Repair Purser Maint Shop-Ins		154
41-4935-387-00	Repair K-9 Kennel-Ins		505
41-4935-390-00	Repair Coop Ext Bldg-Ins	0.60	
41-4935-391-00	Repair PSC-Ins		0.15
41-4935-392-00	Repair Bldg-Morristown Rd-	0.52	
41-4935-393-00	Repair Co Office Bldg.	19,935.00	
<b>TOTAL</b>		<b>57,182.09</b>	<b>21,912.15</b>
Align County budget to amounts approved and paid by the insurance company for Hurricane Irene.			

<b>#BA 1112-082-revised</b>			
ACCOUNT NO.	LINE ITEM	INCR	DECR
11-3990-990-00	Fund balance appropriated	12,638	
11-9800-980-60	Transfer to EMS Fund	12,638	
60-3980-980-11	Transfer from General Fund	12,638	
60-3990-990-00	Fund balance appropriated	221,138	
60-3437-410-00	Ambulance service fees-curr		233,776
Appropriate General Fund transfer and additional EMS Fund Balance to cover deficit in EMS fund due to current ambulance fees being over-budgeted in FY 2012.			

#BA 1112-085

ACCOUNT NO.	LINE ITEM	INCR	DECR
11-3523-003-00	Intensive Supervision & Counsel	37	
11-3523-004-00	JCPC Council		37
11-5230-442-00	Intensive Supervision & Counsel	37	
11-5230-443-00	JCPC Council		37

Align County budget to grant revision processed by NC DJJDP.

Ms. Woodley noted that the budget amendment 083 is for reconciliation of the Hurricane Irene budget. She stated the revenues are from FEMA and from insurance proceeds. She stated the monies are carried forward into FY 2012-13. She noted that amendment 082 is an amendment to the previous budget amendment which reduces the contribution from the general fund to EMS. She stated that by doing this budget amendment it allows her to reconcile fund balance for the audit and carry the monies forward. She stated the general fund contribution to EMS would be \$12,638.

Mr. Lamb stated that the monies used to reduce the general fund contribution include 911 monies as well as EMS Fund Balance.

Commissioner Nixon asked what the fund balance was for insurance proceeds from the hurricane.

Ms. Woodley stated that these monies are not in one fund. She stated there are insurance proceeds remaining unspent. She stated she has contacted the insurance company to see if the monies have to be spent on the specific project, and noted she is waiting for an answer from the insurance company.

Commissioner Nixon asked that Ms. Woodley report her findings from the insurance company to the Board. He noted that prior to Hurricane Irene, the Board held an emergency meeting, and authorized the Finance Officer to utilize some fund balance if needed. He asked if any fund balance was used for the Hurricane.

Ms. Woodley stated that no fund balance was used. She added that costs not covered by FEMA or the insurance were reclassified and covered within a departmental budget.

Commissioner Winborne asked if overages that were not covered by FEMA were charged to the department that incurred the overage.

Ms. Woodley noted that labor was charged in the operating budget of the specific department. She stated that reimbursements from FEMA for labor were credited to the specific departments as well.

Commissioner Nixon moved to approve the budget amendments as presented.

Ms. Stallings asked if the motion included the amended BA-1112-082 revised and BA-1112-085.

Mr. Lamb noted BA-1112-082, 1112-084, 1112-082 amended and 1112-085 would be included in the consent agenda.

Chairman Goodwin asked for all in favor, the motion passed unanimously (6-0).

Chairman Goodwin noted that the Board has received a copy of all interdepartmental transfers. Commissioner Mitchener moved that the Board accept the report; Chairman Goodwin asked for all in favor, the motion passed unanimously (6-0).

### **Six Mile Fire District**

Edenton Town Manager, Anne-Marie Knighton introduced the Edenton Fire Chief Craig Forlines. She noted that the presentation from Chief Forlines has been presented to the Edenton Town Council as well as Center Hill Crossroads Fire Department Chief Mike Hamilton.

Chief Forlines presented a PowerPoint with information on the steps necessary for the County and Town to expand the existing five (5) mile fire district to a six (6) mile district. (A copy of the PowerPoint is in the meeting file labeled August 20, 2012) Mr. Forlines noted three maps allowed by law are the “response district” “insurance district” and “service or tax district”. He noted that the insurance district is an area outside of corporate limits within approved boundaries, approved by the Board of Commissioners. He stated the boundaries cannot overlap and cannot extend more than 6 road miles from the station. He stated the department is required to meet four criteria in order to extend the district. One (1), the fire department must provide the State Fire Marshall with a map and written descriptions of the response district, five mile district map and fire insurance six mile map. Two (2), the map and descriptions must be presented to and approved by the Board of Commissioners. Three (3), the applying department must enter into a automatic aid contract with the adjoining districts with an apparatus capable of transporting a minimum of 1,000 gallons of water and must be dispatched simultaneously. Four (4), the County must establish automatic aid protocols.

Mr. Lamb asked how often the maps are reviewed and updated to include new subdivisions.

Chief Forlines stated the maps are required to be reviewed every five years.

Commissioner Smith recommended that some homes in the Belvidere Chappell Hill Fire Department District may not be rated as high and could have positive impact from the district expansion.

Chief Forlines stated that in preliminary review he has noticed some small areas that will have a change in the rating. He stated the distance is measured at the center of the road.

Commissioner Winborne commended the Fire Chief for working with Centerhill Fire Chief Hamilton. He stated he was proud of the two fire departments in Chowan County and that there will be some savings to residents on their insurance.

Commissioner Nixon asked if the County has looked into mutual aid agreement with Bethel for fire coverage.

Chief Forlines stated that once you cross county lines, you are required to pay the responding fire department.

Mr. Lamb stated that the Town has begun a preliminary investigation into a station for the southeast end of the county.

Ms. Knighton stated that she will meet with the County to discuss and evaluate all options.

A county resident in the audience asked how to get a fire hydrant.

Chairman Goodwin stated that they should check with the Water Department. He also thanked Mr. Jeremiah Copeland for his work on the expansion of the district.

Commissioner Nixon moved to authorize the fire chief to proceed with map preparation and utilize county staff to assist with the process. Chairman Goodwin asked for all in favor, the motion passed unanimously (6-0).

### **Edenton Chowan Partnership Performance Agreement**

Mr. Lamb presented a proposed performance agreement for the Edenton Chowan Partnership (ECP). He noted changes that he and the Town Manager agreed upon which included the removal of the Tourism Development Authority in the agreement. He stated that the agreement will allow the Town and County to measure progress when determining annual appropriations. He stated the Town Council has reviewed the agreement and he recommends approval of the agreement as presented. He noted that he recommends the addition of the Chowan County Board of Commissioners to section 1 paragraph f, to receive an annual audit from the ECP.

Commissioner Mitchener asked if the ECP could provide the Board of Commissioners with a copy of their meeting minutes. He stated he would be in support of the Board of Commissioners being added to paragraph g. He then moved that the Board approve the agreement with the recommended changes. Chairman Goodwin asked for all in favor, the motion passed unanimously (6-0).

**Memorandum of Understanding and Program Performance Agreement between Chowan County, the  
Town of Edenton and the Edenton Chowan Partnership for Economic Development and Business  
Recruitment Services/Retention Services**

Chowan County Board of Commissioners and the Edenton Town Council affirm their mutual commitment to improving the economic vitality of County and the Town by supporting and partnering with the Edenton Chowan Partnership, Inc. The County, the Town and the Edenton Chowan Partnership agree to measure the performance and effectiveness of the public-private investments made to improve our community's economic vitality by monitoring the following economic indicators:

- unemployment rate
- percentage of owner-occupied households
- median household income
- number of new full and part-time jobs that the Partnership directly or indirectly involved in creating
- sale of lots in Airport Commerce Park
- occupancy or vacancy rates for existing retail, office and industrial buildings

The Edenton Chowan Partnership is a non-profit IRC Sec. 501 (c) (3) organized to promote, preserve and enhance the economic vitality of Chowan County and the Town of Edenton and for charitable, scientific, literary and educational purposes. The Partnership works in association with Chowan County and the Town of Edenton and the private sector to undertake initiatives that will foster new business development, retain existing businesses, create private investment and jobs and increase local tax revenues.

In consideration of the mutual agreements and expectations set forth, Chowan County (County), the Town of Edenton (Town) and the Edenton Chowan Partnership (Partnership) agree to the following:

**1. The Edenton Chowan Partnership agrees to:**

- A. Utilize the resources of the County, the Town and the business community to maintain, enhance and promote the long term economic development in Chowan County and Edenton. In doing so, the Partnership shall serve as the economic development and business recruitment/retention program for the County and the Town.
- B. Provide all operational and fiscal administration, including preparation and filing of tax returns, obtaining proper insurance and legal representation, for the business of the non-profit IRC Sec. 501(c)(3).
- C. The Partnership will provide monthly minutes of their board meetings on their website.
- D. Develop an annual operating budget for the County and the Town economic development and business retention, expansion and recruitment program based on appropriations from the County and the Town.

E Develop, update and maintain a dedicated economic development and business & retail recruitment web page that promotes Chowan County and Edenton as a viable community for businesses and entrepreneurs to invest in and locate to.

F. Submit an annual report to the Town Council and the Chowan County Commissioners each April summarizing program accomplishments and outlining program goals for the next fiscal year. Also as part of this report we will provide information on current business activities, client recruitment efforts, and program initiatives, subject to confidentiality where required.

G. Submit a copy of the annual audit review or its yearly federal income tax return to the Town Council for review.

H. The Partnership realizes the need for a starting baseline and as such we have attached as Appendix A a list of relevant metrics to serve as the baseline for our long term economic progress.

**2. Chowan County and the Town of Edenton will provide the following:**

- a. The County and Town shall use all best efforts to identify and recognize potential economic development clients and refer each to the Partnership as soon as practicable.
- B. In consideration of the Partnership providing the economic development and business & retail recruitment/retention services described in this agreement, the County and the Town intend to appropriate funds directly to the Partnership annually based on review and acceptance of the Partnership annual proposed operating budget for the economic development and business recruitment/retention program.

Such appropriated funds shall be paid to the Partnership as follows:

- (i). Upon approval of this agreement, three-quarters of the annual appropriation shall be paid to the Partnership by July 15<sup>th</sup>.
  - (ii) The remaining one quarter of annual appropriation shall be paid to the Partnership upon receipt of the annual audit or copy of the filed federal tax return.
- C. Funds that may be necessary for a particular project, above and beyond the program's annual budget, will be considered for separate appropriations by the County and the Town on a case by case basis

The above agreement will be continuous until end of each fiscal year, June 30 and reviewed by all parties in the spring during budget deliberations. A written ninety-day advance notice of intention to terminate agreement by any party is required to cancel agreement.

## **Pettigrew Regional Library Agreement**

Mr. Lamb presented the Board with a revised agreement with recommended changes from the August 6, 2012 meeting. He stated that paragraph 6 is clarified to state NC Local Government Commission approval.

Commissioner Mitchener moved that the Board approve the revised agreement. Chairman Goodwin asked for all in favor, the motion passed unanimously (6-0).

# **PETTIGREW REGIONAL LIBRARY**

**Plymouth, North Carolina 27962**

## **REGIONAL AGREEMENT**

The Boards of County Commissioners of Chowan, Perquimans, Tyrrell and Washington Counties, pursuant to G.S. 153A-270 and G.S. 160A, Article 20, Part 1, hereby enter into this Agreement for the joint operation of the Pettigrew Regional Library, a multicounty library system, to provide public library service to the residents of said counties by unifying the administration of the participating libraries, providing professional library specialists, cooperating in the selection of books and other materials and crossing county lines for the benefit of all.

Pursuant to resolutions duly adopted by their governing boards, the participating counties identified below renew their commitment to the Pettigrew Regional Library based upon the terms set forth below for a term extending from July 1, 2012 through June 30, 2022.

### **Participating Counties**

The Pettigrew Regional Library will operate the following county libraries:

Shepard-Pruden Memorial Library, Edenton	Chowan County
Perquimans County Library, Hertford	Perquimans County
Tyrrell County Public Library, Columbia	Tyrrell County
Washington County Library, Plymouth	Washington County

### **Board of Trustees**

The Pettigrew Regional Library will be governed by a library board of trustees composed of twelve members, three from each participating county.

Members of the Pettigrew Regional Library Board will be appointed from the membership of the local advisory library boards by each Board of County Commissioners.

Members will be appointed in staggered terms to promote consistency as well as to accommodate change. No member will be appointed to more than two consecutive terms, and no single term will be longer than six years.

Trustees missing three consecutive board meetings without reasons acceptable to Board of Trustees will be considered to have resigned and will be replaced. Vacancies on the board of trustees will be filled by appointment from the local library board in the county from which the vacancies occur.

### **Powers and Duties of the Board**

The Boards of County Commissioners hereby delegate to the Regional Library Board of Trustees the following powers and duties:

- 1) to adopt such bylaws and rules for its own governance as may be necessary and in conformity with the law;
- 2) to adopt policies for the regional library system's administration and operation;
- 3) to appoint a Regional Library Director. Such Library Director will have a valid North Carolina Public Librarian Certificate. The Board will delegate to the Library Director executive powers and all library personnel will be under the administration of the Library Director;
- 4) to designate a Regional Library Finance Officer to serve as prescribed by G.S. 159-24. Such Finance Officer may be a person or a firm and will report to the Regional Director and the Regional Library Board of Trustees. The Finance Officer will ensure expenditure of funds consistent with the budget adopted by the Board;
- 5) to prepare the annual budget of the Regional Library in line with the needs of each unit and the grants anticipated from the State Aid to Public Libraries Funds, and to present such budgets for approval and to be included in the budgets of the participating local governmental units;
- 6) to have its accounts audited as soon as possible after the close of each fiscal year as prescribed by G.S. 159-34. Copies of this audit will be submitted to the State Library and to the four county managers when accepted by the North Carolina Local Government Commission;
- 7) to assure compliance with all applicable State and Federal law and eligibility requirements for the receipt of State and Federal funds.
- 8) to make recommendations to the Boards of Commissioners of the counties concerning the construction and improvement of physical facilities of the libraries in the region;
- 9) to report quarterly to the participating counties and to report annually to the State Library as required by G.S. 125-5.

## **Finances**

Monies from both State and local governments paid into the Pettigrew Regional Library as a public authority will be administered in compliance with provisions of the Local Government Finance Act (G.S. 159).

Each county will pay into the Regional Library account the amount of money necessary for operation of its facilities, including, but not limited to rent, utilities, custodial services, maintenance and repair of building interiors and exteriors, parking lots, grounds, and landscaping unless otherwise furnished; for salaries and employer share of benefits for personnel working exclusively in the county; and for materials or equipment exclusively for that county. Each county may also contribute to joint operations as mutually agreed on.

All State funds will be used according to current Rules and Regulations for the allocation of State Aid to Public Libraries as issued by the North Carolina Department of Cultural Resources. The Finance Officer will account for all expenditures by source of funds.

## **Property Ownership**

All buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, or other library assets owned or purchased by or for each participating county will remain the property of that county.

All furniture, equipment, books, materials, technology, resources or other library assets directly paid for or purchased with State, Federal or shared local funds will remain the joint property of the Pettigrew Regional Library, as included under G.S. 160A, Article 20, Part 1. No real property will be owned by or titled in the name of the Pettigrew Regional Library. Regional Library offices will be located at a site suitable to the Regional Board of Trustees and by mutual agreement of the Boards of County Commissioners; the benefits of the proximity of the Regional staff will be deemed proper compensation.

If one county should withdraw from the Regional Library, it forfeits any rights to the joint property except as set out under the Provisions for Withdrawal and Dissolution. If the Agreement is terminated, the joint property will be divided equitably or sold and the receipts divided equitably among the counties.

## **Insurance and Indemnification**

Each county will maintain insurance coverage for the building and grounds and other library facilities located within that county\_and for the contents of said building and library facilities.

Pettigrew Regional Library will maintain insurance coverage for the Regional Office and vehicles used to provide service.

The Pettigrew Regional Library will, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification will be provided for any such person with respect to any matter as to which he or she will have been finally adjudicated in any proceeding not to have acted in good faith or in the reasonable belief that such action was in the best interests of the Pettigrew Regional Library and further provided that any compromise or settlement payment will be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

### **Provisions for Withdrawal and Dissolution**

If any county, or counties, participating in the Regional Library wishes to withdraw from the Region, it must give written notice on or before July 1 to the Regional Library Board, the other participating counties and the State Library of North Carolina that it wishes to withdraw from the Regional Library on June 30 of the following year. If the withdrawal does not result in the dissolution of the Regional Library, the Regional Library Board will give the withdrawing library its portion of books and other materials when the loss of these materials to the Region will not impoverish the regional collection. The Library Director's opinion may be used to determine which materials can be spared.

If the withdrawal results in dissolution of the Regional Library or the Regional Agreement is otherwise terminated for any reason, the books and other materials purchased jointly by the Region will be divided equitably among the counties. All other property, such as vehicles and equipment, will be sold by sealed bids and the proceeds equitably divided among the counties.

### **Provisions for Amendment**

This Agreement may be amended by resolution of each Board of County Commissioners and recorded in its minutes. The amendment will be in effect after the last county has approved it, or at the time specified in the amendment.

Requests for amendment may come from either a Board of County Commissioners or from the Regional Library Board of Trustees.

Disagreements related to this Agreement will be resolved by a committee of representatives from each county and the Pettigrew Regional Library

**Provisions for Termination**

This Agreement will become effective on \_\_\_\_\_, 2012 and continue to be in effect for a period of ten (10) years unless sooner terminated as set forth in this section.

The participating counties may, either by amendment to this Agreement or by approval of a new interlocal agreement, extend the term of this Agreement for such period as they may mutually agree upon.

The Agreement may be terminated if reasonable cause is presented in writing by a participating county to other members of the region, the Pettigrew Regional Library Board and the State Library of North Carolina.

Effective dates for termination will be the same as a withdrawal from the Pettigrew Regional Library.

If the Agreement terminates, and no successor agreement is to be executed, the Pettigrew Regional Library will be dissolved and joint assets distributed as described under Provisions for Withdrawal and Dissolution.

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**IN WITNESS WHEREOF**, this Agreement has been executed by the principal official of the governing body of each party hereto, pursuant to authority of each respective governing body.

**Davenport and Company Presentation**

Mr. Lamb stated that as previously discussed by the Board, the County in 2008 increased the life of several of its loans. He stated that now that the County, this fiscal year, will reach its desired 25% fund balance, that the Board felt it was time to review its debt. He stated the Board hired Davenport and Company to review the County's financials and debt profile and Mr. Ted Cole and Bob High were at the meeting to present their findings and recommendations to the Board.

Mr. Cole and Mr. High presented a lengthy PowerPoint that reviewed all of the county's debt and payment structures. A copy of the PowerPoint is in the meeting file labeled August 20, 2012.

Mr. Cole stated that his company has provided the Board with a detailed analysis of the County's existing debt profile. He stated that the profile includes an analysis of future debt capacity, debt

affordability and overall capital position. He presented information on financial ratios to allow the Board to consider adoption of financial policies and guidelines. He stated his report includes opportunities to refund or restructure debt and analyze potential benefits in pursuing opportunities to reduce interest rates, interest expense, security collateral requirements and future prepayment ability. He stated he would present the Board with recommended refunding strategies and, with Board approval, would pursue refunding and restricting transactions. He provided the Board with information on existing tax supported debt totaling \$21,477,311. He provided the Board with information on peer comparatives to analyze. He provided the Board with information on the municipal market. Finally Mr. Cole presented the Board with three case examples for debt modification and refinancing. The total savings with Case 1 total \$8,206,495, Case 2 totals \$9,575,366 and Case 3 totals \$10,160,020. Mr. Cole discussed a proposed schedule where the Board would need to schedule a public hearing and adopt a findings resolution and authorize an application to the LGC.

Mr. Lamb stated that he would recommend Case 2. He stated that Case 2 would allow the Board to take advantage of the savings, would require less time to gain all approvals and would allow the county to lock rates before the end of 2012.

Ms. Woodley stated she felt most comfortable with Case 2.

Commissioner Lawrence stated he felt Case 2, would be advantageous to the County to allow it to pay off loans 25 years early.

Mr. Lamb added that Case 2 provides the County with discipline to be out of debt in 12-13 years. He stated that Case 3 has more issues that could arise and could set the timeline back. He stated he would recommend private bank financing if available.

Chairman Goodwin stated he prefers Case 2. He stated Case 2 requires a commitment and less flexibility in paying off the debt.

Commissioner Winborne stated that he likes that growth is minimal and that Case 2 is conservative.

Commissioner Mitchener asked if the county could get responses on municipal funding within 30 days.

Mr. Cole stated that the County could not lock into a rate in less than 60 days. He stated that RFPs can go out, but the bank market is difficult to gage. He stated the banks will need to understand the County's budget. He added that banks may prefer to hold the debt in different pieces.

Commissioner Nixon stated he has participated in several conference calls while the debt analysis was being performed. He stated he did not like Case 1 because it may not be carried

forward in the future by future Boards. He stated Case 2 does not affect the current budget and does not take away from future budgets. He stated that he strongly recommends Case 2.

Commissioner Lawrence moved that the Board select Case 2. Chairman Goodwin asked for all in favor, the motion passed unanimously (6-0).

Ms. Woodley stated that the County has contacted bond counsel and they will draft all the required documents for the county.

Chairman Goodwin requested that he be excused from the meeting.

Commissioner Smith moved that Chairman Goodwin be excused to leave the meeting. Vice Chairman Nixon asked for all in favor, the motion passed unanimously (6-0).

Vice Chairman Nixon called for a five minute recess. After the recess Vice Chairman Nixon called the meeting to order.

### **Planning Item**

Mr. Lamb noted that the code enforcement issue will be discussed at the September 4, 2012 meeting.

### **Register of Deeds Annual Report**

Register of Deeds Sue Rountree presented the Board with a PowerPoint update on the activities of the Register of Deeds Office for the past year. A copy of the PowerPoint is in the meeting file labeled August 20, 2012.

### **Inspections Department Annual Report**

Chief Building Inspector Holly Colombo presented the Board with a PowerPoint update on the activities of the Building Inspections Office for the past year. A copy of the PowerPoint is in the meeting file labeled August 20, 2012

### **Timely and Important Matters**

Mr. Lamb stated that the DSS renovation fund has a project balance. He stated the facility does not have a generator. He stated that he has requested that the Maintenance Supervisor, Terry Rose get three quotes and bring to the Board for a Board decision. He stated the proposed generator would power all of the building except for the HVAC equipment.

Mr. Rose stated that the proposed generator is comparable to the generator that is at the County Office Building (former DSS location). He stated this is for a 60watt, 200amp service.

Commissioner Smith asked what in the building is three phase.

Mr. Rose stated that the three phase panels would have to be rewired to hook up a single phase generator.

DSS Director Clifton Hardison stated that one electrical contractor stated that to rewire the panel would cost approximately an additional \$10,000.

Mr. Rose stated that the same generator would only cost \$5,000 at the animal shelter because no re-wiring is required. He stated the quote for the generator is \$23,090.

Commissioner Winborne asked if there is a state contract price for generators.

Mr. Rose stated he would look into that.

Commissioner Lawrence recommended that Mr. Rose look into grant monies for “energy efficient systems”. He stated he would look into this for the County.

Vice Chairman Nixon recommended that Mr. Rose get three quotes for installation and generator and bring back to the Board.

Vice Chairman Nixon asked if there were any other Timely and Important Matters.

Commissioner Lawrence provided the Board with an update on the activities of the COA Board.

Mr. Lamb provided the Board with photographs on the design that was approved for the DSS parking lot that will add an additional 18 parking spaces.

Being no further business, Commissioner Mitchener moved that the meeting be adjourned. Vice Chairman Nixon asked for all in favor, the motion passed (5-0).

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Edward C. Goodwin  
Chairman

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Susanne Stallings  
Clerk