

**COLUMBUS COUNTY**  
**BOARD OF COMMISSIONERS**

**MINUTES**

*The Honorable Board of Columbus County Commissioners met in their said office at 111 Washington Street, Whiteville, NC, at 7:30 P.M., February 19, 1996, it being the third Monday.*

**BOARD MEMBERS PRESENT:**

*Spruell Randolph Britt, Chairman*

*C.E. "Gene" Wilson, Vice Chairman*

*David L. Dutton, Jr.*

*A. Dial Gray, III*

*Sammie Jacobs*

*Lynwood Norris*

*C. W. Williams*

*Alan High, Attorney  
(Representing James E. Hill, Jr.)*

*Dempsey B. Herring  
County Administrator*

*Ida L. Smith, Clerk to Board*

**PUBLIC HEARING - COMMUNITY DEVELOPMENT BLOCK GRANT FOR HAWORTH, INCORPORATED**

*Chairman Britt called the public hearing to order and stated that the purpose for the public hearing is to receive views and opinions from the citizens of Columbus County on a Community Development Block Grant to extend natural gas and make water infrastructure improvements for the expansion of Haworth, Incorporated.*

*Chairman Britt requested anyone who wished to comment to state their name.*

*Will Buie, representing Hobbs, Upchurch & Associates, stated that his firm is preparing the application and a second public hearing has been scheduled for March 18, 1996 at 7:30 P.M.*

*Tom Meyers, Haworth Product Manager, reported that the Company has purchased twelve (12) acres of land on which to build a new plant.*

*There were no comments by the public.*

**PUBLIC HEARING CLOSED**

*A motion was made by Commissioner Norris, seconded by Commissioner Wilson and passed unanimously to adjourn the public hearing at 7:40 P.M.*

**BOARD MEETING CALLED TO ORDER**

*Chairman Spruell R. Britt called the meeting to order and Commissioner C.E. "Gene" Wilson gave the invocation.*

**BOARD MINUTES APPROVAL**

*A motion was made by Commissioner Williams, seconded by Commissioner Jacobs and passed unanimously to approve the Minutes of the February 5, 1996, Board Meeting as recorded.*

**CONSENT AGENDA ITEMS APPROVAL**

*A motion was made by Commissioner Jacobs, seconded by Commissioner Wilson and passed unanimously to approve the consent agenda items as follows.*

***Tax Releases:***

**JOHN DEAN, JR. and SUSAN B. ADAMS:** *Mobile home moved out of County in 1994, per moving permit. Amount \$107.37, valuation \$5,520.00, year 1995, account #11-00113.*

**HARRY M. (JR.) ANDERSON:** *1993 (28' x 60') double-wide mobile home double listed to him on #04-00079/Rec. 91068 and 91069, Lot BT-2-65. Amount \$306.50, valuation \$28,730.00, year 1995, account #04-00078.*

**HARRY M. (JR.) and ADDIE E. ANDERSON:** *House rebilled to Walter Troy, c/o Angelo Troy on #04-15740, Map BT-2-64A. Lot was already billed to Walter Troy (valuation \$2,000.00) on BT-2-64, account #04-15740. Amount \$94.92, valuation \$11,300.00, year 1995, account #04-00079.*

**AVERY THURSTON CANADY:** *Mobile home double listed on #07-01544, Sadie Mae Canady. Amount \$124.17, valuation \$7,480.00, year 1995, account #07-01414.*

**PENINNAH RUTH FLOYD:** *K-7A184, Bankruptcy payments improperly applied to accrued interest. Bankruptcy claim all reimbursed. Amount \$16.85, valuation \$305.00, year 1992, account #01-28130.*

**DAVID FOWLER:** *Mobile home (1991, 12' x 60') sold prior to 1-1-95. Amount \$8.58, valuation \$1,000.00, year 1995, account #09-08617.*

**ROGER DALE and LUCILLE FOWLER:** *E-11-30 does not exist. Double*

listed to TC-1-135 on #06-07983, Charles W. Drake. Amount \$7.04, valuation \$800.00, year 1995, account #06-12460.

**GENERAL ELECTRIC CREDIT CORPORATION:** Late list applied to account through error. Equipment listed in proper time. Amount \$424.42, year 1995, account #01-31060.

**A.M. GODWIN:** H-1-1, House double listed to Danny R. Williams. Amount \$1,632.08, valuation \$164,400.00, year 1995 for years 1992 through 1994, account #05-02440.

**BILLY JOE GORE:** Vehicle discovery (1977 Chevrolet), never owned. Amount \$6.15, valuation \$810.00, year 1991, account #17-14169.

**FRANK and CONNIE GRAHAM:** Lot D-6-75I, double listed to Gloria Key, per Deed 401/721 of 5/5/89 and Deed 4441/367. Amount \$93.48, valuation \$11,400.00, years 1990 through 1995, account #16-05667.

**GREEN TREE ACCEPTANCE, INC.:** 1986 Mobile home was repossessed in 1994. Amount \$114.31, valuation \$6,330.00, year 1995, account #13-16748.

**R.C. JACOBS:** Unidentified property, does not exist. Amount \$116.30, valuation \$15,600.00, years 1986 through 1995, account #01-47040.

**JIMMY CLINTON KINLAW, JR.:** E-1-24 B, double listed to #12-32647, Vickie Louise Wray. Amount \$252.75, valuation \$26,500.00, year 1995, account #12-14109.

**LORETHA and VERONA McCRAY:** H-13-29A, vacant tract. Mobile home repossessed in 1994. Amount \$262.40, valuation \$33,000.00, year 1995, account #06-24173.

**MARTHA ROUSE POWELL:** Mobile home located on M-2-6A was already billed and taxes paid on account 14-14148, Martha Jane Powell. Amount \$203.44, valuation \$25,900.00, year 1995, account #14-12127.

**WANDA POWELL PREVATTE:** Mobile home already listed on #16-12523. Amount \$7.80, valuation \$1,000.00, year 1995, account #16-12526.

**PRO MEDIA CORPORATION:** Tower, double listed on real, also personal property. Amount \$179.71, valuation \$23,040.00, year 1995, account #16-50077.

**KENNETH DALE and LARISSA REAVES:** H-7-27, building gone prior

to 1995. Amount \$15.60, valuation \$2,000.00, year 1995, account #01-75303.

**RICKY L. and KATHY SIMMONS:** Whiteville Rescue billed through error. Amount \$5.34, year 1995, account #14-42230.

**ALFRED RONALD SMITH:** Vehicle discovery (1985 Nissan) junked prior to 1-1-86. Amount \$56.00, valuation \$5,920.00, year 1986, account #17-33610.

**LUCY TOMPKINS:** R-2-2, not in Bolton Fire District. Amount \$1.50, valuation \$2,500.00, year 1995, account #08-19320.

**ARTHUR WHITE HEIRS:** H-7-47B, double listed to #13-35446, William Scott, III. Amount \$30.60, valuation \$3,600.00, year 1995, account #13-43067.

**WILLIAM SHANE YANDLE:** Mobile home sold in 1994 and moved out of Columbus County to Bladen County, per mobile permit 11/1/94. Amount \$111.48, valuation \$6,000.00, year 1995, account #03-29452.

#### 1995 USER FEES

<u>NAME</u>	<u>AMOUNT</u>	<u>BILL #</u>	<u>ACCOUNT#</u>
<b>Margaret Mary Beck:</b> I-11-15, house and mobile home unoccupied	\$120.00	92269	09-00930
<b>Norman Curtis Benton:</b> L-14-7, one (1) house vacant	\$ 60.00	92578	07-00418
<b>Dorothy L. Bessent:</b> FB-2-365, property in Town of Fair Bluff	\$ 24.00	22983	10-00906
<b>Betty Carol Brooks:</b> FB-2-66, store not in use	\$ 36.00	93770	10-01325
<b>A.T. &amp; Eleanor Faye Bryant:</b> X-2-34, storage building only	\$ 60.00	94324	15-06560
<b>Brady Godwin:</b> C-3-00, vacant dwelling	\$ 60.00	02295	12-09509
<b>Hattie B. Godwin:</b> D-5-28, station vacant	\$ 60.00	02357	16-05276
<b>John K., Barbara &amp; Richard Gore:</b> WS-2-120, vacant tract	\$ 60.00	02799	11-11305
<b>Elwood H. Hardin:</b> CH-1-203, in town	\$ 36.00	04478	13-17860
<b>Joseph &amp; Bonnie Hinson:</b> M-17-60AA, house vacant	\$ 60.00	05847	07-08560
<b>S.C. Long Heirs:</b> J-12-64, vacant building (dilapidated)	\$ 60.00	09861	09-17040
<b>David O. McClary, Jr.:</b> F-2-45, vacant house	\$ 60.00	10729	12-16803
G-2-44, vacant house	\$ 60.00	10731	12-16800
<b>Audrey Dale McLamb:</b> N-13-2, vacant dwelling	\$ 60.00	11213	07-11560
<b>Minerva Faye Milligan:</b> I-14-15, house vacant	\$ 60.00	12209	06-26007
<b>Phillip &amp; Margaret Norris:</b> G-8-11A, unused camper	\$ 60.00	13848	13-31302
<b>Frances M. Owens:</b> W-1-15, (1) house only occupied	\$ 60.00	14036	15-28860
<b>(Gene) Clarence E. Pegram:</b> Mobile home vacant	\$ 51.06	14434	11-19157
<b>Lewis Cooper Ransom:</b> Mobile home unoccupied	\$ 60.00	15952	01-74805
<b>Eloise H. Ritchie:</b> J-4-74, house vacant	\$ 60.00	16562	01-76611

<i>Lloyd McDuffie Skipper: L-8-41, house vacant</i>	\$ 60.00	18751 03-22081
<i>Ethelene S. &amp; James Smith: I-8-68, house vacant</i>	\$ 60.00	19104 01-84953
<i>James Smith Heirs: H-4-27, house vacant</i>	\$ 60.00	19203 13-36840
<i>Elton Soles: J-5B-52, dwelling vacant</i>	\$ 60.00	19685 01-87140
<i>Calton &amp; Ella Lee Thompson: J-7A-234, vacant building</i>	\$ 60.00	22064 01-93200
<i>Leroy &amp; Martha Thompson: H-6-79, house #2, not occupied</i>	\$ 60.00	22210 13-39820
<i>Taft &amp; Beulah Jane Turbeville: I-11-22, vacant house</i>	\$ 60.00	22822 09-30880
<i>Henry M. Waddell: W-2-110, vacant</i>	\$ 60.00	23405 15-36846
<i>Brooks Ward: I-9-19, vacant house</i>	\$ 60.00	23847 09-31600
<i>Graham Oliver Ward, Jr.: Mobile home vacant</i>	\$ 60.00	24042 03-26745
<i>Wade Lenwood Williams: H-9-19, vacant dwelling</i>	\$ 60.00	25770 09-33713
<i>Joseph Herman Williamson: D-4-61, vacant</i>	\$ 60.00	26056 12-31260
<i>Mark L. Woodburn: X-2-8, 1 (one) house only</i>	\$ 60.00	26411 15-39941

**Releases (Town of Cerro Gordo):**

**HASKET JULIUS and AILENE GODWIN:** E-5-9, property located outside Cerro Gordo town limits. Amount \$45.20, valuation \$22,600.00, year 1995, account #16-05260.

**Refunds:**

**ORDERED:** That a refund check be issued to **ETHERIDGE F. and VERA COX**, 324 Biltmore Road, Whiteville, NC 28472, in the amount of \$36.00 for year 1995. K-7A202, house #2 not occupied. Amount \$36.00, year 1995, account #01-17860.

**ORDERED:** That a refund check be issued to **JESSE O'NEIL HARDWICK**, Route 4, Box 377AC, Whiteville, NC 28472, in the amount of \$24.00 for year 1995. One (1) mobile home inside city limits of Whiteville. Amount \$24.00, year 1995, account #03-10160.

**ORDERED:** That a refund check be issued to **NORMAN BABSON**, 13418 New Britton Highway East, Nakina, NC 28455, (Gladys V. Powell property), in the amount of \$60.00 for year 1995. N-10-46, house vacant (taxes paid by Norman Babson, new owner). Amount \$60.00, year 1995, account #03-17870.

**ORDERED:** That a refund check be issued to **WAYNE SELLERS**, 416 Oak Street, Whiteville, NC 28472, in the amount of \$8.58 for year 1995 (double listed). Amount \$8.58, valuation \$1,100.00, year 1995, account #01-81260.

**ORDERED:** That a refund check be issued to **FOSTER V. and DELORIS**

**BROWN**, 12702 Old Lake Road, Riegelwood, NC 28456, in the amount of \$13.50 for year 1995. W-1-103B, valuation reduced due to poor condition of house. Amount \$13.50, valuation \$5,400.00, year 1995, account #15-05160.

***Budget Amendments:***

<i>Accept 10-335-0000 Miscellaneous Revenue</i>	<i>\$ 505.00</i>
<i>Expend 10-540-7400 Capital Outlay</i>	<i>505.00</i>
<i>Accept 10-335-0000 Miscellaneous Revenue</i>	<i>1,550.00</i>
<i>Expend 10-530-5700 Miscellaneous Expense</i>	<i>1,550.00</i>
<i>Accept 10-348-0701 Rural OB Care</i>	<i>30,000.00</i>
<i>Expend 10-592-4500 Rural OB Care</i>	<i>30,000.00</i>
<i>Accept 10-335-0000 Miscellaneous Revenue</i>	<i>3,513.00</i>
<i>Expend 10-530-7400 Capital Outlay</i>	<i>3,513.00</i>
<i>Accept 10-348-1600 State Aide Adm.</i>	<i>2,935.00</i>
<i>Expend 10-611-1500 CP&amp;L Energy</i>	<i>2,935.00</i>

**AGING - BYLAWS TO REMAIN AS ADOPTED 2-5-96**

*Ben Douglas, Chairman of the Aging Advisory Council requested the Board to amend the Aging Bylaws that were adopted on February 5, 1996, Article VI, Section 1. Mr. Douglas requested the Board to consider amending this paragraph by changing the seven (7) members of the Board of Directors to the original five (5).*

*The Board reached a general consensus to keep the bylaws as adopted on February 5, 1996 in order to have representation from each Commissioner's District serving on the Aging Board of Directors.*

**AIRPORT - AGREEMENT (ENGINEERING) FOR RUNWAY EXTENSION**

*A motion was made by Commissioner Gray, seconded by Commissioner Norris and passed unanimously to approve the following Engineering Agreement with Hobbs, Upchurch & Associates, P.A., for the extension of the Columbus County Airport Runway.*

**AGREEMENT**

*This Agreement made by and between Columbus County hereinafter referred to as the OWNER, and Hobbs, Upchurch & Associates, P.A. hereinafter referred to as the ENGINEER for the provision of necessary engineering services required to design the runway extension. The professional engineering services shall be as follows:*

**SCOPE OF SERVICES**

1. *Manage the Land Acquisition in accordance with North Carolina Division of Aviation Administration regulations to include the following:*
  - a. *Lot and boundary survey to prepare an Exhibit "A" property map;*
  - b. *Physically locate boundaries of properties within project area;*
  - c. *Assemble land acquisition team;*
  - d. *Coordinate meetings with the team;*
  - e. *Coordinate meetings with the property owners;*
  - f. *Prepare property maps for deed transfers;*
  - g. *Coordinate payments to the team;*
  - h. *Coordinate with NCDOT Division of Aviation.*
2. *Meet with the OWNER to determine the project scope and construction phases, to incorporate.*
3. *Survey, prepare and apply for the Wetlands Permit necessary for the runway extension.*
4. *Prepare and submit an Erosion Control Plan for the construction of the extension of the runway.*
5. *Coordinate for the geotechnical investigation of the runway extension.*
6. *Prepare construction plans, specifications, and cost estimate analysis for the design of the runway extension which includes the following:*
  - a. *Surveying necessary for design*
  - b. *Hydrologic and Hydraulic Analysis*
  - c. *Clearing and Grubbing*
  - d. *Grading and Drainage*
  - e. *Paving and Lighting*
  - f. *Navigational Aids*
  - g. *Construction Cost Estimate Analysis.*
7. *Assistance with bidding and award, including attendance at the pre-bid conference and bid opening for the following:*
  - a. *Erosion Control*
  - b. *Clearing and Grubbing*
  - c. *Grading and Drainage*
  - d. *Paving and Lighting*
  - e. *Navigational Aids.*
8. *Grant Administration (NCDOT coordination).*
9. *Update the Airport Layout Plan and Terminal Layout Plan to show new construction.*
10. *Engineering support, and construction monitoring and inspection services for the construction to observe that the materials, methods, and procedures of construction result in completion of the project in substantial conformance with NCDOT Aviation requirements. It will be the responsibility of the resident engineer to coordinate performance of all material testing and certifications as may be required by NCDOT Aviation. The cost for testing will be the responsibility of the contractor as per the specifications.*

*The final submittal to the County will include design drawings with the Erosion Control Plan and Wetlands map in the following document materials: one (1) mylar original and four (4) blue print reproductions of the original. We will also include original construction specifications and four (4) copies. Construction documents required*

*in the Construction Administration phase are included in this proposal.*

**PROPOSED FEE**

***Engineering services, Tasks 1 thru 9***

*In consideration for the ENGINEER's services, the OWNER agrees to pay the ENGINEER the contract amount of ONE HUNDRED THOUSAND FIVE HUNDRED DOLLARS and no cents (\$100,500.00). Geotechnical investigations will be arranged for by the ENGINEER and billed separately. The estimate for geotechnical services is \$5,200. Thus, the total cost for services described is \$105,700. Professional service (engineering fees) pricing shall be inclusive of all travel, meals and lodging, if necessary.*

***Resident Professional Engineer Services and Construction Administration, Task 10***

*In consideration for the ENGINEER's services, the OWNER agrees to pay the ENGINEER on an hourly basis with a limiting fee of \$50,800. Should the work not be completed within the scheduled construction time designated in the design documents, then the limiting fee would require adjustment to reflect compensation for the additional services required.*

***Additional Services***

*Any work not listed will be performed on a basis to be negotiated prior to the accomplishment of the work or in accordance with the current Hourly Rate Schedule which is on file in the office of the Clerk to the Board.*

**STANDARD TERMS AND CONDITIONS**

*In the event the ENGINEER has not performed according to the terms of this Agreement for any reason, including but not limited to, substantial and unjustified delays in work without approval of the OWNER, the ENGINEER is found incapable of performing the class of work specified, or other breach of the terms of the Agreement, the OWNER may, in its sole discretion, declare the ENGINEER in default of the terms of this Agreement. Upon declaration by the owner of the default of the ENGINEER, the ENGINEER shall be furnished written notice of such default at the last known address which the ENGINEER has provided to the OWNER. If the ENGINEER has not satisfied such default within ten (10) days from the date of the default, the OWNER shall consider the Agreement terminated and in such termination agree to pay the ENGINEER for work performed. The failure of the OWNER, at any time, to require performance by the ENGINEER of any provision hereof shall in no way affect the right of the OWNER hereafter to enforce same.*



*Payment shall be made on the basis of monthly invoices submitted to the OWNER by the ENGINEER as the project progresses. All invoices are due and payable upon receipt. Should an unpaid balance remain 30 days beyond the date of an invoice, the ENGINEER may add 1.5 percent per month (18% per annum) late payment fee to such delinquent amount. Invoices are subject to review prior to payment by OWNER to ENGINEER.*

*The scope of services, terms and conditions of this Agreement are accepted.*

**COLUMBUS COUNTY GOVERNMENT**

*Dempsey B. Herring, Administrator*

*February 19, 1996*

**SHERIFF & COLUMBUS COUNTY SCHOOLS - SCHOOL RESOURCE OFFICER  
GRANT APPLICATION APPROVAL**

*Sheriff Jimmy Ferguson requested the Board to approve a grant pre-application for the purpose of the School Resource Officer program which will be operated jointly with Columbus County Schools and the Sheriff's Department. The grant will be funded 75% from Federal and 25% County Schools for nine (9) months of the year with Columbus County providing 25% for three (3) months of the year.*

*A motion was made by Commissioner Norris, seconded by Commissioner Wilson and passed unanimously to permit Columbus County Schools and the Sheriff's Department to apply for a grant for the School Resource Officer's Program through Columbus County Government, as requested.*

**SHERIFF - GRANT AWARD APPROVED**

*Sheriff Jimmy Ferguson advised the Board that the Sheriff's Department was provided with a grant award from the N. C. Department of Crime & Public Safety in the amount of \$19,020 with the County matching 25% of the total. The funds are restricted to the purchase of drug surveillance equipment only.*

*A motion was made by Commissioner Jacobs, seconded by Commissioner Gray and passed unanimously to accept the grant award from the N. C. Department of Crime & Public and approved the following budget amendment:*

<i>Accept 10-348-0206 N.C. Public Crime &amp; Safety Funds</i>	<i>\$14,265</i>
<i>Appropriate 10-660-9999 Non-Dept. - Contingency</i>	<i>4,755</i>
<i>Expend as follows:</i>	
<i>10-510-3300 Departmental Supplies</i>	<i>2,000</i>

10-510-7400 Capital Outlay

17,020

**SHERIFF - AWARD HANDGUN TO RETIREE**

*A motion was made by Commissioner Norris, seconded by Commissioner Jacobs and passed unanimously to award a Beretta, Model 96, 40 caliber pistol to Roscoe Edwards, a retired Sheriff Deputy of the Sheriff's Department.*

**WAGE & SALARY PAY PLAN - APPROVAL OF COMPLETION**

*Ida L. Smith, Assistant to Administrator/Clerk to the Board, reported to the Board on the 1993 Wage & Salary Compensation Pay Plan Study that was prepared by David M. Griffith and was implemented by one-half effective January 1, 1994. On July 1, 1994, the employees that were eligible received 2.5% of the remaining one-half of the pay plan. It was reported that 121 employees have not received the total adjustment as recommended by the pay plan study.*

*A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to approve completing the pay plan adjustment for the employees who have not received the total adjustment as recommended by the pay plan study, effective April 1, 1996. The following budget amendment was approved for funding for the salary adjustments.*

<i>Increase 10-430-0200</i>	<i>Salaries</i>	<i>331.00</i>
<i>Increase 10-430-0500</i>	<i>FICA</i>	<i>25.00</i>
<i>Increase 10-430-0700</i>	<i>Retirement</i>	<i>17.00</i>
<i>Increase 10-440-0200</i>	<i>Salaries</i>	<i>456.00</i>
<i>Increase 10-440-0500</i>	<i>FICA</i>	<i>35.00</i>
<i>Increase 10-440-0700</i>	<i>Retirement</i>	<i>23.00</i>
<i>Increase 10-450-0200</i>	<i>Salaries</i>	<i>355.00</i>
<i>Increase 10-450-0500</i>	<i>FICA</i>	<i>27.00</i>
<i>Increase 10-450-0700</i>	<i>Retirement</i>	<i>18.00</i>
<i>Increase 10-500-0200</i>	<i>Salaries</i>	<i>198.00</i>
<i>Increase 10-500-0500</i>	<i>FICA</i>	<i>15.00</i>
<i>Increase 10-500-0700</i>	<i>Retirement</i>	<i>10.00</i>
<i>Increase 10-505-0200</i>	<i>Salaries</i>	<i>246.00</i>
<i>Increase 10-505-0500</i>	<i>FICA</i>	<i>19.00</i>
<i>Increase 10-505-0700</i>	<i>Retirement</i>	<i>12.00</i>

<i>Increase 10-506-0200</i>	<i>Salaries</i>	<i>345.00</i>
<i>Increase 10-506-0500</i>	<i>FICA</i>	<i>27.00</i>
<i>Increase 10-506-0700</i>	<i>Retirement</i>	<i>17.00</i>
<i>Increase 10-510-0200</i>	<i>Salaries</i>	<i>642.00</i>
<i>Increase 10-510-0500</i>	<i>FICA</i>	<i>49.00</i>
<i>Increase 10-510-0700</i>	<i>Retirement</i>	<i>32.00</i>
<i>Increase 10-520-0200</i>	<i>Salaries</i>	<i>1,689.00</i>
<i>Increase 10-520-0500</i>	<i>FICA</i>	<i>129.00</i>
<i>Increase 10-520-0700</i>	<i>Retirement</i>	<i>85.00</i>
<i>Increase 10-540-0200</i>	<i>Salaries</i>	<i>110.00</i>
<i>Increase 10-540-0500</i>	<i>FICA</i>	<i>9.00</i>
<i>Increase 10-540-0700</i>	<i>Retirement</i>	<i>6.00</i>
<i>Increase 10-606-0200</i>	<i>Salaries</i>	<i>105.00</i>
<i>Increase 10-606-0500</i>	<i>FICA</i>	<i>8.00</i>
<i>Increase 10-606-0700</i>	<i>Retirement</i>	<i>5.00</i>
<i>Increase 10-607-0200</i>	<i>Salaries</i>	<i>228.00</i>
<i>Increase 10-607-0500</i>	<i>FICA</i>	<i>18.00</i>
<i>Increase 10-607-0700</i>	<i>Retirement</i>	<i>12.00</i>
<i>Increase 10-630-0200</i>	<i>Salaries</i>	<i>1,302.00</i>
<i>Increase 10-630-0500</i>	<i>FICA</i>	<i>100.00</i>
<i>Increase 10-630-0700</i>	<i>Retirement</i>	<i>65.00</i>
<i>Increase 10-610-0200</i>	<i>Salaries</i>	<i>16,867.00</i>
<i>Increase 10-610-0500</i>	<i>FICA</i>	<i>1,290.00</i>
<i>Increase 10-610-0700</i>	<i>Retirement</i>	<i>843.00</i>
<i>Decrease 10-420-0200</i>	<i>Salaries</i>	<i>(16,270.00)</i>
<i>Accept 10-348-1600</i>	<i>DSS State &amp; Federal Funds</i>	<i>\$9,500.00</i>

**TABOR CITY (TOWN OF) - APPROVAL OF JOINT APPLICATION TO  
CONDUCT CLEANING IN GRISSET SWAMP**

*Dempsey B. Herring, County Administrator, presented a letter from the Town of Tabor City requesting the Board to consider a joint application prepared by the Town of Tabor City and Resource Conservation & Development*

*to conduct cleaning and snagging operations in Grisset Swamp. The State will commit up to \$15,000 if the local government funds the other one-third. The Town of Tabor City is requesting the Board to share the local match which will be \$3,750.*

*A motion was made by Commissioner Williams, seconded by Commissioner Jacobs and passed unanimously to approve the County to share the local match with the Town of Tabor City to conduct cleaning and snagging operations in Grisset Swamp in the amount of \$3,750. The following budget amendment was approved.*

*Appropriate 10-660-9999 Non-Departmental - Contingency (\$3,750)*

*Expend 10-690-6905 Special Appropriations \$3,750*

**ECONOMIC DEVELOPMENT - COLUMBUS COUNTY COMMUNITY PROFILE**

*Steve Yost, Economic Development Director, presented the Board with a new document "Discover Columbus" which was put together to highlight demographic and statistical information of Columbus County.*

**LANDFILL - TRANSITION PLAN REVISIONS APPROVED**

*A motion was made by Commissioner Norris, seconded by Commissioner Wilson and passed unanimously to approve the following Landfill Transition Plan Revisions as presented by Marlowe, Dreitzler & Associates:*

**SCOPE OF SERVICES**

- 1. Revise Section 1.0 - Summary Report of the Transition Plan to reflect the County's current plans to operate the landfill until January of 1998 at which time a solid waste transfer station will be constructed and operational.*
- 2. Revise Section 3.0 - MSWLF Unit Capacity of the Transition Plan. A new closure plan must be designed to vertically expand the Phase II area. In addition, new cross-section plans will be prepared for the purpose of computing air space. The text will be revised to reflect the available air space above the current closure elevation should the Phase II area be expanded vertically. We will then estimate the life of the vertical expansion.*
- 3. Revise Section 5.0 - Compliance Record Summary of the Transition Plan. The North Carolina Division of Solid Waste Management has requested the inspection logs from the last five (5) years be included with this Section. We will obtain the records from the landfill files and include them in the Transition Plan.*

4. *Revise Section 6.0 - Updated Operations Plan of the Transition Plan. Section 6.1 - Background Information must be updated to reflect the current closure plan. Section 6.3 - Scale House and Record Keeping will be updated to reflect new inspection forms adopted at the landfill after the original submittal of the Transition Plan. A Pollution Prevention Plan (PPP) was prepared for the landfill (not specifically required by the State), the PPP will be added to the Operations Plan. Section 6.6 - Alternative Daily Cover must also be updated. The State will require photographs, a schedule of use and text to describe the process. The landfill has been using the alternative daily cover since March of 1993.*
5. *Revise Section 7.0 - Landfill Closure Specifications of the Transition Plan. The landfill closure specifications must be revised to reflect the new space projections and a revised schedule for closure.*
6. *Revise Section 9.0 - Closure and Post-Closure Cost Analysis of the Transition Plan. Closure costs must be reviewed and updated of the purpose of assessing the costs associated with the current Financial Assurance Demonstration.*
7. *Provide two (2) complete and updated Transition Plan documents to the North Carolina Division of Solid Waste Management and two (2) copies to Columbus County (one (1) copy must be stored at the landfill).*
8. *Attend meetings with the Division of Solid Waste Management as may be required to answer questions regarding the revised Transition Plan.*
9. *Address all reasonable comments as may be made by the Division of Solid Waste Management.*

**ADDITIONAL SERVICES:**

*Additional services required beyond that stated in the Scope of Services will be provided if so requested by Columbus County at our standard hourly billing rates. Our standard hourly rates are included with this Letter of Agreement as Attachment A.*

10. *Assist the County with any legal or court proceeding.*
11. *Any geotechnical services which may be required to satisfy the requirements of the North Carolina Division of Solid Waste Management.*
12. *Any field survey work required to satisfy the requirements of the North Carolina Division of Solid Waste Management. The new closure plan will be based on the old closure plan as a base topographic map.*
13. *Presentations at any County Board of Commissioners meeting or public hearings.*
14. *Any other services not specifically identified in the Scope of Services listed in this Letter of Agreement.*

**RESPONSIBILITY OF OWNER:**

*The County will make available the landfill records and any other records necessary to meet the requirements of the North Carolina Division of Solid Waste Management.*

**SCHEDULE:**

*Marlowe, Dreitzler & Associates will complete the Scope of Services and provide the County with the revised Transition Plan within 60 days from the date of the written authorization to proceed.*

**FEES:**

*Marlowe, Dreitzler & Associates will provide the Scope of Services described herein for the lump sum fee of \$5,925.00. The project will be invoiced on a monthly basis at the percentage completed at the time of invoicing. Additional services authorized by the County will be billed at our standard hourly rates, as listed in Attachment A of this letter of Agreement which is on file in the office of the Clerk to the Board.*

**MARLOWE, DREITZLER &  
ASSOCIATES**

**COLUMBUS COUNTY  
GOVERNMENT**

*/s/ James Daniel Marlowe, P.E.  
Managing Partner  
William W. Drietzler  
Partner, Director of Engineering Services*

*/s/ Spruell R. Britt, Chairman*

*NOTE: The funding for the Landfill Transition Plan Revisions will be expended from the Solid Waste Budget.*

**LIVESTOCK OPERATIONS - LETTER OF OPPOSITION IN COLUMBUS  
COUNTY**

*The Board reached a general consensus to record the following letter from Mr. Jerry Batten in the minutes for the record.*

*Dear Columbus County Commissioners:*

*My Name is Jerry Batten and I am a farmer in Clarkton, NC. I reside in Columbus County.*

*After being bombarded by a series of spills of animal waste lagoons this summer and after farming 25 years, I've learned quite a bit about soils. The spills taught many of us about the corporate swine operations; however, I have*

*been unable to understand why these operations are allowed to build these facilities in what I consider to be flood plains with soil types that are not conducive for good drainage or water retention.*

*A group or individual from Durham, NC has bought a parcel of land in Columbus County, Lee's Township, with the intention of building and are in the process of building a hog operation there. A copy of map is enclosed. There is a sign on the gate showing Brown's of Carolina as the Integrator and Turbo Hog I as the Owner.*

*I am not writing to attack the previous owner or the present owner. My concern is the physical properties of the land in relation to its use and our environment.*

*The field that this operation is building on is classified P.C. (Prior Converted). The soils are Grifton and Nakina. Enclosed you will find an explanation of these soils and properties listed in tables taken from a "Soil Survey of Columbus County, North Carolina".*

*I am not familiar with any regulations in other counties or states, but it seems as if there are no problems with officials in Columbus County or the State concerning the feasibility of these wetland operations. The area where this operation is located is surrounded by three (3) Bays: Cattail Bay, Simmons Bay and Sand Pit Bay. Sounds like a good place for a hog to eat and lie down in the mud!*

*We can tolerate foul odors to some extent, but contaminated water cannot continue to be tolerated. Over 600 residents have submitted water samples to the state for sampling and between 5% and 6% have been determined to be contaminated. It seems as if our Coastal Plain is a rest room for the swine industry or maybe just a good flushing point. If we could reverse this flushing and send all this waste back up the rivers and streams, perhaps it would not take as long to correct this problem.*

*The Neuse River in North Carolina was referred to as Swine River by WTVD in Raleigh this summer on a documentary. Which River is next? Waccamaw River? Cape Fear?*

*The influx of tourism in the coastal communities is already exerting pressure on the estuary waters. A ten (10) mile area of the Neuse River was closed due to fish kills this past summer. The New River, which flows through Jacksonville, was rendered "dead" after 22 million gallons of waste spilled there.*

*This Turbo Hog I operation alone probably would not affect the Waccamaw River to the extent as the Neuse. How many other operations are now in these Bays and this type of soil? What is North Carolina's policy? Is Turbo Hog II, III, or IV in the near future?*

*With the anticipated increase in slaughtering plant capacities in our area there is a dramatic increase in the number of operations in our County and State. The trend is moving southward, with the anticipated increase in the Carolina Food Processors plant in Tar Heel which owns Brown's of Carolina.*

*Brown's has their own engineers and do their own designs. I invite you to come and see before the problem accentuates itself.*

*It is ironic that the State of North Carolina would purchase 10 square miles of Friar Swamp which is the headwaters of Lake Waccamaw to protect the Lake from pollutants and allow such operations as Turbo Hog I to be constructed on the headwaters of the Waccamaw River. Who is going to buy the rest of the State to protect it?*

*I feel that the continued certification of these operations of this type of terrain will only continue to lead to more problems with our environment and the industry. I ask that you consider Legislation to address the problem of waste sprayed in fields located in a flood plain.*

*With Best Regards,*

*Jerry W. Batten*

**LIVESTOCK OPERATIONS - LETTER OF CONCERN TO TUBO FARM**

**APPROVED**

*A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to send the following letter of concern to Brown's of Carolina:*



February 19, 1996

Mr. Jimmy Vinson  
Director of Environmental Resources  
Brown's of Carolina  
Post Office Box 487  
Warsaw, North Carolina 28398-0487

**IN RE:** **Letter of Concern Turbo Farm  
in Cattail Bay**

Dear Mr. Vinson:

*I am writing to you in regards to the situation which occurred this past week regarding inspection permits at your office site at the Turbo Farm in the Cattail Bay in Columbus County. I visited the site with County Building Inspector, Walter Batten. The lines for the plumbing were already in place and Mr. Batten informed me that the required permits for the office areas had not been applied for. He also stated that office buildings for operation such as this comes under the County's jurisdiction. I was informed by Mr. Batten that on the morning of Friday, February 16, 1996, the proper permits were obtained and all violation penalties were paid. It is unfortunate that a misunderstanding regarding local building permits happened. I am very much concerned that it happened especially when County regulations are violated.*

*But, however, my greater concern is this operation itself. I am neither an advocate for the expulsion or hindering of the large extensive livestock operations nor am I in favor of such operations without some types of controls and checks and balances. In Columbus County, as I have stated before, some logical solutions must be adopted so the livestock industry, as well as, those highly opposed are placed on a level playing field, and both have equal opportunity for survival.*

*The Turbo Farm, being placed in Cattail Bay, concerns me gravely. I have lived in Columbus County for a greater part of my life, I love it here, I am concerned for its citizens, I worry about its future and most of all, I worry about the quality of life that we leave to future generations. I do not feel that this is the case with persons who do not live here, come here and buy property, and take no consideration of the people or the climate they create. The Turbo Farm property is the prime example of outside forces, not wishing to reside in Columbus County and make it better, but instead only wanting to reap profits from Columbus County regardless of the cost. Even before the situation with property building permits were secured, there was and is much concern that portions of the Turbo Farm is directly in and surrounded by flood zones as are indicated by Soil Conservation maps, as well as, maps which you supplied to my office. I know this area, have hunted the Cattail Bay, as a boy, and upon revisiting the site of your Turbo Farm, on two (2) occasions this past week, feel very uncomfortable with the site, environmentally. This area is continually wet for a major portion of the year. Even though, you have built up the areas where your houses and lagoons and offices will be, the fields on which you will spray will certainly be wet and the flow of this spray material will easily flow in to the drainage ditches, as well as, a drainage canal which will them empty into the Waccamaw River.*

*I have spoken with persons in our local Soil and Water Conservation Office and they inform me that cost-share monies have been spent over the past few years for water control projects in the Cattail Bay and in particular this very area where Turbo Farms is being built. It concerns me that there has been very little dialogue between your company and an agency that has monitored the area for years regarding just such things as drainage and runoff plans.*

*I feel that Brown's of Carolina is very reputable and conscience of the feelings of those whose communities they come in and site facilities. I have visited some of your operations and find them to be most efficient, as well as, having concern for the surrounding environment. I guess this is why I have been so perplexed when I went to Cattail Bay Turbo Farm and saw for my self what a very bad decision has been made, in my opinion, to place an extensive livestock operation which will ultimately create an environmental hazard for Browns of Carolina and leave Columbus County and the surrounding areas that receive water discharges with irreparable damages.*

*I think, in your haste to secure sites, you became very careless in judgement.*

*I am well aware that County Government has no control over the intensive livestock operations since they fall under State Agricultural legislation, and, as I have stated before, I am not against these types of operations. But, with the Cattail Bay Turbo Farm, I must register my opposition with this being a most unsuitable site with future environmental ramifications.*

*Respectfully,*

*/s/ DEMPSEY B. HERRING  
COUNTY ADMINISTRATOR*

*DBH/jbh*

*c.c. Mr. Robert Harvey  
Corporate Executive Director  
Brown's of Carolina*

*County Commissioners*

**PUBLIC HEARING SCHEDULED - COLUMBUS COUNTY WATER & SEWER EXTENSION OF LINES**

*A motion was made by Commissioner Williams, seconded by Commissioner Dutton and passed unanimously to schedule a public hearing on March 12, 1996 at 7:00 P.M at Guideway Elementary School to see whether residents of Pireway and Old Dock are interested in connecting to the new rural water system under construction in Williams Township.*

**CLOSED SESSION**

*At 8:40 P.M., a motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to enter into a closed session in accordance with General Statute 143-318.11(8) to discuss personnel matters.*

**RESUME REGULAR SESSION**

*At 9:50 P.M., a motion was made by Commissioner Norris, seconded by Commissioner Williams to adjourn closed session and resume regular session.*

*No action was taken.*

**SOCIAL SERVICES - DIRECTOR APPOINTED**

*A motion was made by Commissioner Jacobs, seconded by Commissioner Williams and passed to approve the recommendation of the Department of Social Services Board of Directors to employ Larry Moore to direct the Columbus County Department of Social Services, effective April 1, 1996 at an annual salary of \$53,025.*

*AYES: Commissioners Dutton, Norris, Jacobs, Williams, Britt and Wilson.*

*NOES: Commissioner Gray*

*The motion passed on a 6 - 1 vote.*

**CONTRACT/AGREEMENT - COUNTY ADMINISTRATOR**

*A motion was made by Commissioner Norris, seconded by Commissioner Jacobs and passed unanimously to approve the following Employment Contract/Agreement for Dempsey Herring, County Administrator.*

**STATE OF NORTH CAROLINA**

**COUNTY OF COLUMBUS**

**EMPLOYMENT AGREEMENT**

*THIS AGREEMENT, made and entered into this the 19th day of February, 1996, by and between the COUNTY OF COLUMBUS, State of North Carolina, a municipal corporation, hereinafter called "Employer", as party of the first part, and DEMPSEY B. HERRING, hereinafter called "Employee", as party of the second part, both of whom understand the following:*

**WITNESSETH:**

*WHEREAS, Employer desires to employ the services of said DEMPSEY B. HERRING as County Administrator of the COUNTY OF COLUMBUS with powers as provided by G.S. 153A-82; and*

*WHEREAS, it is the desire of the Board of Commissioners hereinafter called "Employer", to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and*

*WHEREAS, it is the desire of the Employer to (1) secure and retain the services of Employee and to provide inducement for him to remain in such*

*employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) to provide a just means for terminating Employee's services at such time as he may be unable fully to discharge his duties due to age or disability; and*

*WHEREAS, Employee desires to accept employment as County Administrator of said County;*

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

**SECTION 1. DUTIES**

*Employer hereby agrees to employ said **DEMPSEY B. HERRING** as County Administrator of said Employer to perform the functions and duties specified in G.S. 153A-82, and to perform other legally permissible and proper duties and functions as the Employer shall from time to time assign.*

**SECTION 2. TERM**

*A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this agreement.*

*B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4, paragraph C, of this agreement.*

*C. In the event written notice is not given by either party to this agreement to the other ninety (90) days prior to the termination date as hereinabove provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) year (December 31 of the upcoming year). Said agreement shall continue thereafter for a one (1) year period unless either party hereto gives a ninety (90) days written notice to the other party that the party does not wish to extend this agreement for an additional one (1) year term.*

**SECTION 3. SUSPENSION**

*Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement, but only if:*

*(1) a majority of the Columbus County Board of Commissioners and Employee agree, or*

*(2) after a hearing, a majority of the Columbus County Board of Commissioners votes to suspend Employee for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the members of the Columbus County Board of Commissioners bringing such charges.*

**SECTION 4. TERMINATION AND SEVERANCE PAY**

*A. The Employee's continued employment shall be subject to the provisions of the State Personnel Act, as set forth in North Carolina General Statutes, Chapter 126; that the Employee shall not be separated from his position without cause and compliance with the State Personnel Act. In the event the Employee's employment, as administrator, is terminated by the Employer's action, the Employee will be transferred to the Recreation Department with a comparable recreation director's salary based on years of service and experience and to serve as Associate Director for the Parks and Recreation Department.*

*B. In the event Employer, at any time during the term of this agreement, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Columbus County Board of Commissioners that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.*

*C. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer three (3) months notice in advance, unless the parties otherwise*

agree.

#### **SECTION 5. DISABILITY**

*If the Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, Employer shall have the option to terminate this agreement, subject to the severance pay in the amount of a lump sum cash payment equal to four (4) months aggregate salary. However, Employee shall be compensated for any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits.*

#### **SECTION 6. SALARY**

*Employer agrees to pay Employee for his services rendered pursuant hereto a monthly base salary of four thousand twenty and 83/100 (\$4,020.83) dollars, payable in installments at the same time as other employees of the Employer are paid.*

*In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Employer may determine that it is desirable to do so on the basis of an annual salary review of said Employee by the then sitting Board of Commissioners made at the same time as similar consideration is given to employees generally. The Employee may incur reasonable expenses in conducting the County's business and the Employer shall reimburse the Employee for all such expenses upon the Employee's periodic presentation of an account of such expenses. The Employer will provide budgeted vehicle allowance for the Employee.*

#### **SECTION 7. PERFORMANCE EVALUATION**

*A. Annually, the Employer and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the County and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital*

*budgets and appropriations provided.*

*B. The Employee will be granted an Employment Agreement by the Employer, based on two (2) years from the date of this signed Employment Agreement.*

*C. In effecting the provisions of this Section, the Employer and Employee mutually agree to abide by the provisions of applicable law.*

*D. The Employee will receive an annual evaluation by the Employer. With a positive evaluation, the Employee will be given a one (1) year extension to his Employment Agreement. Upon an unfavorable evaluation, the Employee will have one (1) year to make corrective actions. If corrective actions are not made in the allotted time, the Employee can be removed as the County Administrator. The Chairman of the Board of County Commissioners shall provide the Employee with a summary written statement of the findings of the Employer and provide an adequate opportunity for the Employee to discuss his evaluation with the Employer.*

#### **SECTION 8. HOURS OF WORK**

*It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours, subject to prior approval of the Board.*

#### **SECTION 9. OUTSIDE ACTIVITIES**

*Employee shall not spend more than ten (10) hours per week in teaching, counseling or other non-Employer connected business without the prior approval of the Employer.*

#### **SECTION 10. VACATION AND SICK LEAVE**

*As an inducement to Employee for him to become County Administrator, Employee shall be credited with fourteen (14) days of vacation leave and twelve (12) days of sick leave. Employee shall accrue, and have credited to his personal account, fourteen (14) days of vacation leave per annum and twelve (12) days of sick leave per annum, or other days as set forth in the personnel manual for all County employees.*

**SECTION 11. DISABILITY, HEALTH AND LIFE INSURANCE**

A. *The Employer agrees to provide the Employee with health, life and disability insurance and other medical/health related benefits equal to that provided other County employees.*

B. *At the request of the Employee, the Employee agrees to submit, once per calendar year, to a complete physical examination by a qualified physician selected by the Employer, the cost which shall be paid by the Employer. Employer shall receive a copy of all medical reports related to said examination.*

**SECTION 12. RETIREMENT**

*Employer agrees to continue retirement contributions in the State Employees Retirement System at the same percentage as paid toward other County employee retirement. Also, if the Employee wishes to continue contributing toward the ICMA Deferred Compensation Plan, the Employer shall pass all necessary resolutions to allow him to do so.*

**SECTION 13. DUES AND SUBSCRIPTIONS**

*Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of the Employer.*

**SECTION 14. PROFESSIONAL DEVELOPMENT**

A. *Employer hereby agrees to budget for and to pay for the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer.*

B. *Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.*

C. *Employer also agrees to budget and pay for the travel and subsistence expenses of Employee in connection with any business related travel.*

D. *All activities under this section shall be with the approval of the Board*



of Commissioners and any sum paid by the Employer shall be a budgeted item.

**SECTION 15. INDEMNIFICATION**

*Employer shall defend, save harmless and indemnify Employee against any torts, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Administrator. Employer will compromise and settle any such claim or suit any pay the amount of any settlement or judgment rendered thereon. This does not include actions of an intentional nature committed by the Employee.*

**SECTION 16. BONDING**

*Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.*

**SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. *The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any applicable law.*

B. *All regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee as herein otherwise provided.*

**SECTION 18. NO REDUCTION OF BENEFITS**

*Employer shall not, at any time, during the term of this agreement, reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer. All terms of this agreement are subject to renegotiation at the termination of the agreement then in force.*

**SECTION 19. GENERAL PROVISIONS**

A. *The text herein shall constitute the entire agreement between the parties.*

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Employment Agreement shall become effective commencing the date of Board approval.

D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

*IN WITNESS WHEREOF*, the County of Columbus has caused this agreement to be signed and executed in its behalf by the Chairman of the Board of Commissioners, and duly attested by the Clerk to the Board of Commissioners and the County seal officially affixed thereto, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

**COLUMBUS COUNTY**

*/s/* **SPRUELL R. BRITT**, Chairman  
COLUMBUS COUNTY BOARD  
OF COMMISSIONERS

**ATTESTED BY:**

*/s/* **IDA L. SMITH**, Clerk to  
the Board of County Commissioners

*/s/* **DEMPSEY B. HERRING**  
Employee


**APPROVED AS TO FORM:**

*/s/* **JAMES E. HILL, JR.**  
County Attorney

**ADJOURNMENT**

A motion was made by Commissioner Williams, seconded by Commissioner Jacobs and passed unanimously to adjourn the meeting at 9:55 P.M.

  
Ida L. Smith, Clerk to Board

APPROVED:  
  
Spruell R. Britt, Chairman