

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., September 15, 1997, for the regularly scheduled Board Meeting, it being the third Monday.

BOARD MEMBERS PRESENT:

C.W. Williams, Chairman

Lynwood Norris, Vice Chairman

Spruell Randolph Britt

David L. Dutton, Jr.

A. Dial Gray, III

Sammie Jacobs

C.E. Wilson

James E. Hill, Jr., Attorney

Ida L. Smith, Clerk to Board

ABSENT:

Dempsey B. Herring, Administrator

PUBLIC HEARING (SECOND) - MICROENTERPRISE LOAN PROGRAM

At 7:30 P.M., Chairman Williams called the second (of two required) Public Hearings to order and stated that the purpose for the hearing is to receive citizens' views and comments regarding the formulation of the application for a \$100,000 Grant for the Microenterprise Loan Program under the 1997 Community Development Block Grant Program through Southeastern Community College.

There were no other comments.

PUBLIC HEARING CLOSED

At 7:33 PM., a motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to close the Public Hearing.

REGULAR BOARD MEETING COMMENCED

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

RECOGNITION CERTIFICATES

Chairman Williams presented Matthew Smith, (a five (5) year old) with a "Certificate of Recognition" for his heroic actions on May 1, 1997 calling 9-1-1 regarding a lawn mower accident involving his deaf grandmother, Barbara Soles.

Chairman Williams presented Devin Skipper, (a twelve (12) year old) with a "Certificate of Recognition" for his heroic actions on August 17, 1997 paddling a canoe three (3) miles to help his father, Kier Skipper, that was wounded in the leg by an accidental discharge of a pistol.

BOARD MINUTES APPROVAL

A motion was made by Commissioner Jacobs, seconded by Commissioner Gray, and passed unanimously to approve the Minutes of the September 2, 1997 Board Meeting as recorded.

CONSENT AGENDA ITEMS

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

Tax Refunds:

Ordered a refund in the name of Charles H. & Barbara Atkins, 3897 Thompson Town Road, Whiteville, N.C. 28472 in the amount of \$11.76. Charged with late list penalty and should not have been. Value N/A, Year 1997, Account #13-00323.

Ordered a refund for user fee in the name of Elbridge M. Beacham Jr., 505 Krissy Prease Rd., Whiteville, N.C. 28472 in the amount of \$100.00. He was charged for vacant house. Value N/A, Year 1997, Account #01-03918.

Ordered a refund in the name of Marion Tillman Bowen, 1451 Waccamaw Shores, Lake Waccamaw, N.C. 28450 in the amount of \$107.85. Paid on home double listed to Reba Bowen. Value 1,000, Year 1997, Account #01-07720.

Ordered a refund in the name of Bonnie D. Bryant. Send check to Fleet Mortgage, P.O. Box 3139, Milwaukee, Wis. 53201-3139 in the amount of \$100.00. Billed for two user fees. Value N/A, Year 1997, Account #01-09862.

Ordered a refund in the name of Kenneth Ellis, 305 W. Smith Street, Chadbourn, N.C. 28431 in the amount of \$60.00. There are no buildings on property. Value N/A, Year 1997, Account #13-12020.

Ordered a refund in the name of Toby Lee Faulk, 302 Golf Course Road, Whiteville, N.C. 28472 in the amount of \$100.00. Property is vacant. Value N/A, Year 1997, Account #01-26150.

Ordered a refund in the name of Jerry M. & Glenda Fowler, 9735 E. Covered Wagon Drive, Laurel, MD, 20723 in the amount of \$100.00. Paid two user fees. Value N/A, Year 1997, Account #09-08824.

Ordered a refund in the name of Russell C. Gaskins, 81 Hillcrest Lane, Whiteville, N.C. 28472 in the amount of \$100.00. Paid user fee on garage. Value N/A, Year 1997, Account #01-30860.

Ordered a refund in the name of Lois W. Gerald, P.O. Box 184, Whiteville, N.C. 28472 in the amount of \$30.00. Paid full user fee, should have paid seasonal rate. Value N/A, Year 1997, Account #11-10740.

Ordered a refund in the name of Lois W. Gerald, P.O. Box 184, Whiteville, N.C., 28472 in the amount of \$98.00. Paid two user fees instead of one. Value N/A, Year 1997, Account #13-15130.

Ordered a refund in the name of William D. & Cheryl Hayes, 182 Kit Horne Rd., Whiteville, N.C. 28472 in the amount of \$100.00. Paid two user fees instead of one. Value N/A, Year 199, Account #01-38586.

Ordered a refund in the name of Harold A. Heavener, 10741 Swamp Fox Hwy E., Tabor City, N.C. 28463 in the amount of \$100.00. Paid user fee on vacant land. Value N/A, Year 1997, Account #07-08243.

Ordered a refund in the name of James D. Hinson, 3599 Old Pine Log Road., Chadbourn, N.C. 28431 in the amount of \$20.26. Property not in Whiteville Rescue. Value

N/A, Year 1997, Account #13-19267.

Ordered a refund in the name of Johnnie W. Jernigan, Sr., 15667 J.B.W. Hwy. S., Tabor City, N.C. 28463 in the amount of \$21.10. Property not in YC District. Value N/A, Year 1997, Account #09-15680.

Ordered a refund in the name of Ernest L. Little, 200 Fire Tower Rd., Lake Waccamaw, N.C. 28450 in the amount of \$66.95. Mobile home sold prior to 1-1-97. Value N/A, Year 1997, Account #08-11000.

Ordered a refund in the name of Woodard Long (Heirs), c/o Mary Alice Faulk, 9176 Seven Creeks Highway, Nakina, N.C. 28455 in the amount of \$100.00. Mobile home vacant. Value N/A, Year 1997, Account #07-11300.

Ordered a refund in the name of Bobby W. McPherson, 824 John Spaulding Road, Whiteville, N.C. 28472 in the amount of \$144.92. Mobile home paid in real & personal. Value 5,650, Year 1997, Account #14-10121.

Tax Releases:

Release user fee in the name of Charlie Adams. House is vacant. Amount \$108.75, Valuation \$N/A, Year 1997, Account #11-00080.

Release user fee in the name of John C. & Addie Andrews Heirs. House vacant. Amount \$100.63, Valuation \$N/A, Year 1997, Account #15-00540.

Release value of double wide in the name of Leo Clark Arnold. Building billed as an armory. Amount \$346.89, Valuation \$49,912, Year 1997, Account #14-00221.

Release user fee in the name of Vernon & Betty B. Babson. House is vacant. Amount \$113.29, Valuation \$N/A, Year 1997, Account #12-00400.

Release user fee in the name of John F. & Judith W. Ball. House is vacant. Amount \$105.16, Valuation \$N/A, Year 1997, Account #03-00520.

Release user fee in the name of Barney Benton (Heirs). House is vacant. Amount \$101.46, Valuation \$N/A, Year 1997, Account #07-00320.

Release value of house in the name of Bennie & Carl Blackmon. House burned prior to 1-1-96. Amount \$215.72, Valuation \$17,400, Year 1996, Account 12-01760.

Release two user fees in the name of Ned & Mary E. Boswell. Mobile homes

are vacant. Amount \$214.53, Valuation \$N/A, Year 1997, Account #01-07180.

Release value of four acre tract in the name of Marvin Felton Bowen. Rebilled to Marvin F. Bowen (#04-01254). Amount \$66.44, Valuation \$8,800, Year 1997, Account #04-01250.

Release user fee in the name of Mary Catherine H. Britt. House vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #16-01505.

Release remaining value of house and land in the name of Ada M. Brown. Failed to receive senior citizens exemption of total value of property. Amount \$111.25, Valuation \$1,470, Year 1997, Account #13-04180.

Release remaining value of property in the name of Anzie Brown. Failed to receive senior citizens exemption of full value of property. Amount \$100.97, Valuation \$140.00, Year 1997, Account #05-00700.

Release value of double wide mobile home in the name of James Herbert Brown and rebill to James Brown Jr. Amount \$370.58, Valuation \$33,200, Year 1997, Account #15-05520.

Release value of double wide mobile home in the name of Joseph E. Brown and rebill to Joseph Earl Brown as a leasehold. Amount \$263.84, Valuation \$21,700, Year 1997, Account #03-02020.

Release user fee in the name of Marguerite S. Brown. There is only one dwelling on property. Amount \$118.14, Valuation \$N/A, Year 1997, Account #11-04040.

Release value of mobile home in the name of Willie M. Brown double listed as real and personal property. Amount \$114.60, Valuation \$1,000, Year 1997, Account #15-06480.

Release value of house and land in the name of Ruth Wright Brown. Failed to receive senior citizens exemption. Amount \$119.32, Valuation \$2,430, Year 1997, Account #09-01640.

Release total value of property in the name of Ricky Bullard and rebill to Teresa P. Watts & Stuart E. Sneed. Amount \$567.42, Valuation \$61,100, Year 1997,

Account #01-10384.

Release user fee in the name of Rodney E. & Eva May Carroll. House is vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #15-08944.

Release user fee in the name of Thomas Earl Carroll. Retail store used for storage. Amount \$101.63, Valuation \$N/A, Year 1997, Account #15-08980.

Release user fee in the name of Mary W. Cartret. House vacant. Amount \$121.00, Valuation N/A, Year 1997, Account #07-01620.

Release user fee in the name of Robert L. & Edna Cartrette. House is vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #01-13620.

Release user fee in the name of Curtis James Chancy Sr. House is vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #11-05663.

Release value of house and lot in the name of Eula Cheatham. Failed to receive senior citizens exemption. Amount \$166.74, Valuation \$20,000, Year 1997, Account #01-14220.

Release value of house and lot in the name of Mary Retha Cokeley. Failed to receive senior citizens exemption. Amount \$148.50, Valuation \$6,100, Year 1997, Account #06-05524.

Release user fee in the name of Mrs. Ralph Collier. Mobile home vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #01-15900.

Release full value of property in the name of Conservation Fund. Property tax exempt. Amount \$3,076.07, Valuation \$442,600, Year 1997, Account #08-03623.

Release user fee in the name of Ila Spivey Cooper. House vacant. Amount \$106.07, Valuation N/A, Year 1997, Account #09-04980.

Release remaining value of property in the name of Ruthene Stanley Cox. Failed to receive full senior citizens exemption. Amount \$60.70, Valuation \$100.00, Year 1997, Account 06-06620.

Release value of mobile home in the name of Jack W. & Lori Ann Cumbee. Home was double listed in real and personal. Amount \$58.53, Valuation \$1,000, Year 1997, Account 03-04423.

Release \$20,000 value in the name of Mae Bryant Daniels. Failed to receive senior citizens exemption. Amount \$163.00, Valuation \$20,000, Year 1997, Account #15-11535.

Release user fee in the name of Annie Mae Bland Davis. House is vacant. Amount \$65.56, Valuation \$N/A, Year 1997, Account #01-19203.

Release user fee in the name of Mamie Lene Davis. House is vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #16-03480.

Release user fee in the name of Walton Dorsey. Mobile home is vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #13-10557.

Release mobile home in the name of Willie Mae Drayton. Home double listed as real and personal. Amount \$107.65, Valuation \$1,000, Year 1997, Account #14-04522.

Release both user fees in the name of Connie Stanley Duncan (ETAL). Property vacant. Amount \$200.83, Valuation \$N/A, Year 1997, Account #01-39253.

Release user fee in the name of Ray M. & Peggy F. Duncan. Property is vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #03-05360.

Release value of property in the name of Regina Duncan. Property double listed to Willard Dale & Regina Lynn Duncan. Amount \$258.54, Valuation \$37,200, Year 1997, Account #09-07383.

Release mobile home in the name of W.D. & Barbara S. Duncan. Property was double listed in real and personal. Amount \$108.83, Valuation \$1,270.00, Year 1997, Account #07-03640.

Release user fee in the name of Martha Moore Dyson. Property billed in County and should be in city. Amount \$47.46, Valuation \$N/A, Year 1997, Account #01-22340.

Release portion of value in the name of Jerry Donald Eason. Land used as Borrow pit for Hwy. 74-76. Valuation reduced during appeals. Amount \$214.35, Valuation \$26,300, Year 1997, Account #15-12727.

Release value of buildings in the name of George R. & Annie M. Edwards. Buildings double listed to Sheila M. Hyatt. Amount \$705.10, Valuation \$66,900, Year

1997, Account #14-04780.

Release user fee in the name of Balaam & Ethel M. Elliott. House is vacant.

Amount \$116.67, Valuation \$N/A, Year 1997, Account #12-06880.

Release value in the name of Forest Farmer. House is vacant. Amount

\$106.51, Valuation N/A, Year 1997, Account #04-03920.

Release two user fees in the name of George G. & Thetus M. Faulk. Mobile

homes are vacant. Amount \$205.38, Valuation \$N/A, Year 1997, Account #07-04224.

Release user fee in the name of William Gilbert & Estalene Faulk. House is

vacant. Amount \$110.65, Valuation \$N/A, Year 1997, Account #07-04680.

Release value of mobile home in the name of Carlton J & Geraldine Fidler.

Home was sold prior to 1-1-97. Amount \$67.65, Valuation \$1,000, Year 1997, Account #06-09680.

Release user fee in the name of Ronald Alonzo Fisher. House is vacant.

Amount \$129.47, Valuation \$N/A, Year 1997, Account #01-27060.

Release user fee in the name of Joey Brooks Formyduval. House is vacant.

Amount \$110.43, Valuation \$N/A, Year 1997, Account #03-07705.

Release user fee in the name of Floyd & Jeanette Fowler. House is vacant.

Amount \$102.91, Valuation \$N/A, Year 1997, Account #01-29180.

Release user fee in the name of Horace C. Fowler. House is vacant. Amount

\$103.56, Valuation \$N/A, Year 1997, Account #06-11460.

Release user fee in the name of Nicky Gene Fowler (Jr). Mobile home is

vacant. Amount \$103.46, Valuation \$N/A, Year 1997, Account #06-12261.

Release user fee in the name of William C. & Isadora Fowler. House is vacant.

Amount \$79.78, Valuation \$N/A, Year 1997, Account #06-22281.

Release user fee in the name of William Ray Fowler. Mobile home sold to

Vickie Powell. Amount \$114.19, Valuation \$N/A, Year 1997, Account 10-05745.

Release user fee in the name of Alene Garner. Mobile home double listed to

George Garner. Amount \$101.49, Valuation \$N/A, Year 1997, Account #03-08160.

Release user fee in the name of George O. Garner. Mobile home is vacant.

Amount \$107.33, Valuation \$N/A, Year 1997, Account #03-08199.

Release both user fees in the name of Billy L. & Betty Jo Gore. Both houses are vacant. Amount \$209.49, Valuation \$N/A, Year 1997, Account #07-05563.

Release user fee in the name of Dora Batten Gore. House is vacant. Amount \$100.95, Valuation N/A, Year 1997, Account #07-06180.

Release user fee in the name of Robert Dewayne Gore. Mobile home vacant. Amount \$100.14, Valuation \$N/A, Year 1997, Account #09-11677.

Release user fee in the name of Roscoe & Ina Faye Gore. Property is vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #07-07240.

Release user fee in the name of Thomas J. & Dorothy C. Gore. Billed on storage building. Amount \$101.55, Valuation \$N/A, Year 1997, Account #03-09580.

Release property in the name of Robert & Erma Grady. Property billed incorrectly on tract V-4 33A. Amount \$193.97, Valuation \$12,710, Year 1997, Account #15-07421.

Release user fee in the name of D. Graham (Heirs). House is vacant. Amount \$63.67, Valuation \$N/A, Year 1997, Account #08-07000.

Release value of double wide in the name of Gordon Graham. Home was double listed as real and personal property. Amount \$164.00, Valuation \$7,900, Year 1997, Account #01-34160.

Release double wide mobile home in the name of James G. & Irene Graham. Home double listed in the name of Gordon Graham. Amount \$271.13, Valuation \$21,800, Year 1997, Account #01-34220.

Release user fee in the name of Mathew Hamer (Heirs). Property vacant. Amount \$60.63, Valuation \$N/A, Year 1997, Account #10-07360.

Release user fee in the name of Ralph Buchanan Harper, Sr. House burned during 1996. Amount \$100.00, Valuation \$N/A, Year 1997, Account #09-1286.

Release user fee in the name of C.W. Harrelson. Building vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #09-12960.

Release user fee in the name of Pamela Harris. Mobile home vacant. Amount

\$100.00, Valuation \$N/A, Year 1997, Account #03-10446.

Release user fee in the name of Danny W. & Brenda G. Hewett. Only one mobile home on property. Amount \$100.00, Valuation \$N/A, Year 1997, Account #01-39551.

Release \$20,000 value in the name of Neal Junior & Brenda G. Hinson. Failed to receive exemption. Amount \$165.32, Valuation \$20,000, Year 1997, Account #03-11400.

Release double wide mobile home in the name of David Henry & Beulah D. Jackson. Property double listed in the name of Robert & Erma Grady. Amount \$394.07, Valuation \$35,100, Year 1997, Account #15-19460.

Release single wide mobile home in the name of Frances Grainger. Home double listed in the name of James Edward & Mary Williamson. Amount \$123.94, Valuation \$9,200, Year 1997, Account #06-16080.

Release leasehold in the name of Parnell Greene and rebilled to Kenneth & Carolyn Greene. Amount \$320.32, Valuation \$31,700, Year 1997, Account #14-06363.

Release value of camper in the name of Johnny F. & Althea S. Grice. Bill by department of motor vehicles. Amount \$31.28, Valuation \$4,500, Year 1997, Account #07-07903.

Release value of double wide home in the name of Connie & George F. Hargrove. Property rebilled to Connie Hargrove. Amount \$305.72, Valuation \$29,600, Year 1997, Account #05-02720.

Release \$100.00 user fee in the name of Jeffery Scott Hilburn. Property is located in city of Chadbourn. Amount \$40.00, Valuation \$N/A, Year 1997, Account #13-18875.

Release mobile home in the name of Althea S. Hartman. Double listed to Johnny & Althea Grice. Amount \$210.78, Valuation \$14,490, Year 1997, Account #07-08143.

Release user fees in the name of L & K Enterprises. Motel uses private hauler (RSI). Amount \$4,595.76, Valuation \$N/A, Year 1997, Account #01-50740.

Release mobile home in the name of James Ledesma. Home double listed to

Mavis Ladesma. Amount \$108.26, Valuation \$1,080, Year 1997, Account #04-10040.

Release value of double wide in the name of Jerry Monroe Long. Home is a single wide with attachments billed as a double wide. Amount \$287.34, Valuation \$24,800, Year 1997, Account #03-14220.

Release value of building in the name of Roscoe Long. Property is vacant. Amount \$100.89, Valuation \$6,400, Year 1997, Account #03-14760.

Release user fee in the name of Ella Lowery. House is vacant. Amount \$101.01, Valuation N/A, Year 1997, Account #13-24480.

Release user fee in the name of Mariegene P. Lytton. House is vacant. Amount \$68.84 Valuation \$N/A, Year 1997, Account #08-11241.

Release user fee in the name of Ernest Edward McDuffie. Mobile home is vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #13-25545.

Release user fee in the name of Frances McDuffie. Mobile home vacant. Amount \$103.59, Valuation \$N/A, Year 1997, Account #13-25560.

Release a portion of the value on the home in the name of Robert D. & Alta M. McFadden. Depreciation computed wrong. Amount \$71.55, Valuation \$9,000, Year 1997, Account #06-24355.

Release user fee in the name of Yates Lee McPherson. House is vacant. Amount \$103.85, Valuation \$N/A, Year 1997, Account #09-20060.

Release user fee in the name of D.W. Malpass (Heirs) & Virginia. Home double listed in the name of Amber Wilkins. Amount \$368.27, Valuation \$38,600, Year 1997, Account #15-25540.

Release mobile home in the name of Veona V. Martin. Failed to receive the senior citizens exemption. Amount \$108.42, Valuation \$1,000, Year 1997, Account 13-26920.

Release value of mobile home in the name of Marva Graham Miller. Mobile home sold prior to 1-1-97. Amount \$157.87, Valuation \$7,570, Year 1997, Account #14-16417.

Release value of mobile home in the name of Annie Godwin Moore. Home

double listed in the name of Isabella Burney. Amount \$106.95, Valuation \$1,000, Year 1997, Account #14-10560.

Release \$20,000 in value in the name of Callista Nance. Failed to receive the senior citizens exemption. Amount \$139.00, Valuation \$20,000, Year 1997, Account #13-28600.

Release user fee in the name of Wade Ray Nobles. Mobile home is vacant. Amount \$100.77, Valuation \$N/A, Year 1997, Account #13-30840.

Release user fee in the name of J.V. Norris (Heirs). House is vacant. Amount \$104.28, Valuation \$N/A, Year 1997, Account #09-22960.

Release \$20,000 in property value in the name of Elsie Pickett. Failed to receive the senior citizens exemption. Amount 144.46, Valuation \$20,000, Year 1997, Account #03-17462.

Release value of building in the name of Herbert Hoover Pierce. Building was torn down prior to 1-1-97. Amount \$12.51, Valuation \$1,800, Year 1997, Account #11-19811.

Release user fee in the name of Cecelia H. Pleasants. Building used for storage. Amount \$100.00, Valuation \$N/A, Year 1997, Account #01-70642.

Release user fee in the name of Emma M. Pridgen. Mobile home double listed in the name of Solomon Pridgen. Amount \$100.00, Valuation \$N/A, Year 1997, Account #12-22700.

Release mobile home in the name of Allen Prince. Home double listed in the name of James Lowery. Amount \$295.30, Valuation \$28,100, Year 1997, Account #09-24219.

Release a portion of the value of property in the name of Easter Ila Purdie. Building burned in 1996. Amount \$134.43, Valuation \$4,500, Year 1997, Account #13-33690.

Release user fee in the name of Edward Allen & Glenda H. Ransom. Mobile home is vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #05-05400.

Release a portion of value in the name of Santee Register. Billed on incorrect

acreage. Amount \$16.68, Valuation \$2,400, Year 1997, Account #03-19480.

Release a portion of the value in the name of Jacqueline R. & Paul F. Scott.

Billed on incorrect acreage. Amount \$63.25, Valuation \$9,100, Year 1997, Account #10-14888.

Release value of mobile home in the name of James C. Shepherd. Home double listed in the name of Sarah Britt. Amount \$453.78, Valuation \$44,500, Year 1997, Account #10-15420.

Release user fee in the name of Bennie R. Smith (ETAL) . Mobile home vacant. Release value of boat. Does not own a boat. Amount \$103.48, Valuation \$500.00, Year 1997, Account #03-22245.

Release user fee in the name of John H. Smith. House is vacant. Amount \$104.56, Valuation \$N/A, Year 1997, Account #07-15320.

Release mobile home in the name of Katie Smith. Home double listed in the name of Gregory James Smith. Amount \$106.95, Valuation \$1,000, Year 1997, Account #01-85674.

Release double wide mobile home in the name of Lizzie M. Smith. Home double listed in the name of Willis Larry Ward. Amount \$263.33, Valuation \$23,500, Year 1997, Account #07-15000.

Release user fee in the name of Reba S. Smith. Mobile home is vacant. Amount \$65.40, Valuation \$N/A, Year 1997, Account #13-37070.

Release mobile home in the name of Ritchie Smith. Home double listed in the name of Horace Reginald Smith. Amount \$671.99, Valuation \$82,300, Year 1997, Account #12-25927.

Release user fee in the name of Edith I. Soles. Property is vacant. Amount \$100.00, Valuation N/A, Year 1997, Account #06-34080.

Release user fee in the name of Euclid & Edith Soles. House vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #09-27423.

Release portion of the value in the name of Jessie J. & Elsie Spivey. Billed on incorrect acreage. Amount \$39.02, Valuation \$5,100, Year 1997, Account #13-37680.

Release value of buildings in the name of Martha Noble Spivey. Buildings are double listed in the name of Joe Blackmon. Amount \$471.46, Valuation \$49,200, Year 1997, Account #09-28224.

Release user fee in the name of George Stanley. House is vacant. Amount \$100.03, Valuation \$N/A, Year 1997, Account #03-23700.

Release mobile home in the name of Leaman Baggett Stanley and give senior citizens exemption. Mobile home double listed in the name of Jerry Sibbett. Amount \$312.68, Valuation \$30,601, Year 1997, Account #07-16180.

Release user fee in the name of John C. Stevens (Trustee) Mr. Stevens uses private hauler. Amount \$100.15, Valuation \$N/A, Year 1997, Account #07-16642.

Release user fee in the name of John C. Stevens (Trustee) Mr. Stevens uses a private hauler. Amount \$100.40, Valuation \$N/A, Year 1997, Account #07-16643.

Release user fee in the name of John C. Stevens (Trustee). Mr. Stevens uses a private hauler. Amount \$100.15, Valuation \$N/A, Year 1997, Account #07-16644.

Release user fee in the name of John C. & Heather Stevens. Mr. Stevens uses a private hauler. Amount \$109.23, Valuation \$N/A, Year 1997, Account #07-16653.

Release user fee in the name of John C. Stevens (Trustee). Mr. Stevens uses a private hauler. Amount \$102.30, Valuation \$N/A, Year 1997, Account #07-16645.

Release user fee in the name of Sylvester Stephens. House is vacant. Amount \$100.14, Valuation \$N/A, Year 1997, Account #06-36681.

Release user fee in the name of James Freddie & Wanda Stewart. Property is vacant. Amount \$100.79, Valuation \$N/A, Year 1997, Account #12-26987.

Release value of mobile home in the name of Penny Stokley. Mobile home double listed in the name of Earl & Penny Stokley. Amount \$138.92, Valuation \$5,600, Year 1997, Account #15-35570.

Release value of house and lot in the name of Dorothy Mae Summersett. Failed to receive senior citizens exemption. Amount \$146.03, Valuation \$20,000, Year 1997, Account #03-24880.

Release user fee in the name of Calton & Ella Lee Thompson. Property in city

limits. Amount \$40.00, Valuation \$N/A, Year 1997, Account #01-93200.

Release mobile home in the name of Howard Troy. Home burned prior to 1-1-97. Amount \$111.76, Valuation \$1,380, Year 1997, Account #14-16996.

Release value of property in the name of Union Chapel Free Will Baptist Church. Tax exempt. Amount \$15.02, Valuation \$2,100, Year 1997, Account #02-50387.

Release user fee in the name of Margaret L. Waldron. One house is vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #01-99080.

Release value of boat and motor in the name of Curtis L. & Mildred H. Ward. Mr. & Mrs. Ward live in Mecklenburg Co. Amount \$13.38, Valuation \$1,750, Year 1997, Account #11-28820.

Release value of mobile home in the name of Kathy Ward. Home sold in 1995. Amount \$7.80, Valuation \$1,000, Year 1996, Account #02-01084.

Release value of mobile home in the name of Kathy Ward. Home sold in 1995. Amount \$106.95, Valuation \$1,000, Year 1997, Account #02-01084.

Release portion of value in the name of Wilmer C. & Opal S. White. Billed with incorrect value. Amount \$77.01, Valuation \$10,200, Year 1997, Account #13-43460.

Release value of home in the name of Elizabeth Williamson. Home double listed in the name of Delores & Curtis Britt. Amount \$763.03, Valuation \$95,400, Year 1997, Account #15-39645.

Release value of home listed in the name of Delores & Curtis Britt. Home double listed in the name of Curtis & Delores Britt. Amount \$550.36, Valuation \$64,800, Year 1997, Account 15-04449.

Release value of mobile home in the name of Lee C. Williamson. Double listed in the name of William Ehlers. Amount \$108.31, Valuation \$1,000, Year 1997, Account #11-30078.

Release value of property in the name of Worley Reality & Development Division. Double listed to J.O. Prince. Amount \$330.74, Valuation \$33,200, Year 1997, Account #06-44181.

Release user fee in the name of Cecil R. Yoder III & Jennifer. House vacant.

Amount \$103.16, Valuation \$N/A, Year 1997, Account #02-09717.

Release user fee in the name of Arthur & Letha McPherson. Property is vacant. Amount \$100.00, Valuation \$N/A, Year 1997, Account #09-17960.

Budget Amendments:

Accept 10-348-0105 District Attorney-Family Triage Grant \$28,000

Expend as follows:

Increase 10-512-0200	Salaries	\$27,649
Increase 10-512-0500	FICA	2,116
Increase 10-512-0600	Insurance	2,657
Increase 10-512-0700	Retirement	1,195
Increase 10-512-0901	401K	1,383
Decrease 10-690-9201	District Attorney	(7,000)

Appropriate 70-399-0000 Fund Balance \$32,228

Expend 70-690-0400 Professional Services \$32,228

Accept 10-348-0605 Breast & Cervical Cancer State Funds \$ 5,000

Expend as follows:

10-574-14	Travel	\$ 1,000
10-574-32	Office Supplies	750
10-574-33	Departmental Supplies	3,250

Decrease 10-348-0505 General Health State Grant (\$1,570)

Decrease 10-590-0200 Salaries (\$1,570)

Increase 10-470-0402 Professional Services \$13,867

Decrease 10-660-9999 Non-Departmental - Contingency (13,867)

RESOLUTION - COLUMBUS COUNTY WATER & SEWER DISTRICT II

A motion was made by Commissioner Wilson, seconded by Commissioner Britt and passed unanimously to adopt the following Resolution:

A RESOLUTION Approving the Filing of an Application with the Local Government Commission, Authorizing Publication of Notice of Intent to File an Application and Finding a Need for the Project to be Financed by the Issuance by Columbus County, North Carolina, for General Obligation Bonds Consisting of \$6,500,000.00 for the Purpose of Creating and Developing Columbus County

WATER and SEWER DISTRICT II

WHEREAS, the County of Columbus has reviewed in detail the proposed project to be financed with General Obligation Bonds and the facts show that the amount of the proposed bonds is adequate but not excessive for the proposed project; and

WHEREAS, the matters relating to the Debt Management Policy and the Budgetary and Fiscal Management Policies of the County and the Estimated Debt Service payment requirements will be satisfied by resulting payments from the user fee requirements.

NOW, THEREFORE, BE IT RESOLVED by the Columbus County Board of Commissioners as follows:

- A. Creation of Columbus County Water and Sewer District II providing treated water opportunities for the district to be financed by general obligation bonds in an amount not to exceed six million five hundred thousand and 00/100 (\$6,500,000.00) dollars is determined to be necessary and expedient.
- B. The amount of the proposed bond issue is found to be adequate and not excessive for its purpose.
- C. The Debt Management Policies of Columbus County are in strict compliance with applicable law.
- D. The Budgetary and Fiscal Management of the County are in strict compliance with applicable law.
- E. The filing of an application with Local Government Commission for approval of the proposed bonds is hereby approved and confirmed and the County Administrator is designated to serve as the representative of the County in connection with the application for approval of the bonds with the Local Government Commission and is authorized to cause a Notice of Intent to file the application to be published.
- F. The County Attorney is hereby authorized to employ bond counsel to represent the County in the authorization of issuance of such bonds.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ **C.W. WILLIAMS, Chairman**

ATTESTED BY:

/s/ **IDA L. SMITH, Clerk to Board**

RESOLUTION - RELATING TO THE AUTHORIZATION OF WATER BONDS OF THE COLUMBUS COUNTY WATER AND SEWER DISTRICT II

A motion was made by Commissioner Norris, seconded by Commissioner Wilson and passed unanimously to approve the following Resolution:

A regular meeting of the Board of Commissioners for the County of Columbus, North Carolina, as the Governing Body of the Columbus County Water and Sewer District II, in Columbus County, North Carolina, was held in the Columbus County Administration Building, located at 111 Washington Street, in Whiteville, North Carolina, the regular place of meeting, at 7:30 P.M., on September 15, 1997.

Present: Chairman C.W. Williams, presiding, and Commissioners Spruell R. Britt, David L. Dutton, A. Dial Gray III, Sammie Jacobs, Lynwood Norris and C.E. Wilson.

Absent: None.

* * * * *

Commissioner Spruell R. Britt introduced the following Resolution, a copy of which had been made available to each Commissioner and which was read by its title:

RESOLUTION RELATING TO THE AUTHORIZATION OF WATER BONDS OF THE COLUMBUS COUNTY WATER AND SEWER DISTRICT II

WHEREAS, the Board of Commissioners for the County of Columbus, North Carolina, as the Governing Body of the Columbus County Water and Sewer District II, in Columbus County, North Carolina (the "District"), is considering authorizing the issuance of \$6,500,000 Water Bonds of the District for the purpose of providing funds, with any other available funds, for constructing a water system of the District, within and without the corporate limits of the District, including the construction and installation of wells, water treatment facilities, water storage tanks, water mains and lines and appurtenant facilities and the acquisition of any necessary land, rights of way and equipment, and it is necessary to take certain related action at this time;

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED by the Board of Commissioners for the County of Columbus, North Carolina, as the Governing Body of the District, as follows:

Section 1. Said Board hereby finds and determines in connection with authorizing the issuance of such bonds that (I) the water system to be financed with the proceeds of such bonds will provide more and better water than is currently available to the proposed users of such system, many of whom are beginning to experience problems with groundwater quality and quantity from shallow wells, and, accordingly, the issuance of such bonds is necessary or expedient for the District, (ii) the principal amount of such bonds is adequate and not excessive for the proposed purpose of such bonds, (iii) the District's debt management procedures and policies are good and are managed in strict compliance with law, (iv) the increase in taxes, if any, necessary to service such bonds, will not be excessive, and (v) such bonds can be marketed at reasonable rates of interest.

Section 2. The law firm of Robinson, Bradshaw & Hinson, P.A., Charlotte, North Carolina, is hereby confirmed as bond counsel of the District in connection with the authorization and issuance of such bonds.

Section 3. The County Administrator, the Finance Officer and the County Attorney of said County are each hereby designated as a representative of the District to file an application for approval of such bonds with the Local Government Commissioner of North Carolina and are authorized to take such other action as may be advisable in connection with authorizing the issuance of such bonds; and all actions heretofore taken by any of such officers or any other officer of said County relating to such matter on behalf of the District are hereby approved, ratified and confirmed.

Section 4. This Resolution shall take effect immediately upon its passage.

Upon motion of Commissioner Lynwood Norris , seconded by Commissioner C.E. Wilson, the foregoing resolution was passed by the following vote:

Ayes: Commissioners Spruell R. Britt, David L. Dutton, Jr., A. Dial Gray, III, Sammie Jacobs, Lynwood Norris, C. W. Williams, and C.E. Wilson.

Noes: None.

Thereupon, Commissioner Spruell R. Britt introduced the following Resolution, a copy of which had been made available to each Commissioner and which was

read by its title:

RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE COUNTY OF COLUMBUS, NORTH CAROLINA, AS THE GOVERNING BODY OF THE COLUMBUS COUNTY WATER AND SEWER DISTRICT II, IN COLUMBUS COUNTY, NORTH CAROLINA, DECLARING ITS INTENTION TO REIMBURSE SAID DISTRICT FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCING FOR CERTAIN EXPENDITURES IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN CAPITAL IMPROVEMENTS.

WHEREAS, the Columbus County Water and Sewer District II, in Columbus County, North Carolina (the "Issuer"), is a body corporate and politic organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Issuer has paid, beginning no earlier than July 17, 1997, and will pay, on and after the date hereof, certain expenditures in connection with the construction of a water system of the Issuer, within and without the corporate limits of the Issuer, including the construction and installation of wells, water treatment facilities, water storage tanks, water mains and lines and appurtenant facilities and the acquisition of any necessary land, rights of way and equipment (the "Project"); and

WHEREAS, the Board of Commissioners for the County of Columbus, North Carolina, as the Governing Body of the Issuer (the "Board"), has determined that certain moneys previously advanced no earlier than July 17, 1997 and to be advanced on and after the date hereof to pay such expenditures (the "Expenditures") are available only for a temporary period and it is and will be necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax exempt bonds including general obligation bonds proposed to be authorized by the Board (collectively the "Bonds");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. The Board hereby declares the Issuer's intent to reimburse the Issuer with the proceeds of the Bonds for the Expenditures made on and after July 17, 1997, which date is no more than 60 days prior to the date hereof. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bonds.

Section 2. Each Expenditure was or will be (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditures, (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues, (d) a grant to a party that is not related to or as agent of the Issuer so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Issuer.

Section 3. The maximum principal amount of the Bonds expected to be issued for the Project is \$6,500,000.

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer's use of proceeds for the Bonds to reimburse an Expenditure, no later than 19 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three (3) years after the date on which the Expenditure is paid. The Issuer recognizes the exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five years.

Section 5. This Resolution shall take effect immediately upon its passage.

Thereupon, upon motion of Commissioner Lynwood Norris, seconded by Commissioner Sammie Jacobs, the foregoing Resolution was passed by the following vote:

Ayes: Commissioners Spruell R. Britt, David L. Dutton, Jr., A. Dial Gray, III, Sammie Jacobs, Lynwood Norris, C.W. Williams and C.E. Wilson.

Noes: None.

* * * * *

I, Ida L. Smith, Clerk to the Board of Commissioners for the County of Columbus, North Carolina, as the Governing Body of the Columbus County Water and Sewer District II, in Columbus County, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a regular meeting

held on September 15, 1997 as relates in any way to the passage of the Resolutions described therein and that said proceedings are recorded in Minute Book Number 24, of the minutes of said Board, beginning on page 184 and ending on page 188 .

I HEREBY FURTHER CERTIFY that a schedule of regular meetings of said Board, stating that regular meetings of said Board are held in the Columbus County Administration Building, located at 111 Washington Street, in Whiteville, North Carolina, on the first and third Mondays of each month at 8:00 A.M. and 7:30 P.M., respectively, has been on file in my office as of a date not less than seven days before the date of said meeting in accordance with G.S. 143-318.12.

WITNESS my hand and the corporate seal of said County, this 15th day of September 1997.

/s/ Ida L. Smith
Clerk to the Board of Commissioners

PUBLIC HEARINGS SCHEDULED - WATER DISTRICT II

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to schedule the public hearings for the Columbus County Water and Sewer District II for the following dates and places at 7:00 P.M.:

September 30, 1997 -	Evergreen Elementary School Auditorium
October 8, 1997 -	Cerro Gordo Elementary School Auditorium
October 22, 1997 -	Southeastern Community College Auditorium

CONTRACT - SOLID WASTE COLLECTION

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to enter the following Solid Waste Collection Contract contingent upon approval of the County Attorney, Administrator, and Chairman of the Board.

SOLID WASTE COLLECTION CONTRACT

This Contract made and entered into the 15th day of September, 1997, by and between Columbus County, North Carolina, acting by and through its Board of County Commissioners, hereinafter referred to as "County", and American Refuse Systems, Incorporated, a North Carolina corporation, hereinafter referred to as "Company",

WITNESSETH:

WHEREAS, the County desires to provide for economical and environmentally sound solid waste management services to residents of the unincorporated areas of the County; and

WHEREAS, the Company has the expertise and experience to provide such services to the County; and

WHEREAS, the County and Company desire to contract for the provision by Company to the County of solid waste management and recycling services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **DEFINITIONS:**

- 1.1 **BAGS:** plastic sacks designed to store and enclose refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag with contents shall not exceed thirty (30) pounds.
- 1.2 **BULKY WASTE:** stoves, refrigerators, water heaters, automobile parts, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Approved Containers.
- 1.3 **CONSTRUCTION DEBRIS:** waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.4 **APPROVED CONTAINER:** a ninety-six (96) gallon roll-out to be provided by the Company which shall be constructed of heavy duty plastic. Commercially available trash bags, as described in Section 1.1, will also be approved containers.
- 1.5 **DEAD ANIMALS:** animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.6 **GARBAGE:** any or all dead animals less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation,

processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter including, but by no way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents.

- 1.7 HAZARDOUS WASTE:** any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.
- 1.8 REFUSE:** this term shall refer to Garbage and Rubbish generated at a Residential Unit unless the context otherwise requires.
- 1.9 RESIDENTIAL UNIT:** a dwelling within the Service Area as hereinafter defined, occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water services, either public or private, are being supplied thereto. Each unit of an apartment or condominium dwelling consisting of four (4) or less living units, whether of single or multi-level construction, shall be treated as a Residential Unit. On any one collection day, the Company will collect from each Residential Unit all garbage in approved containers.
- 1.10 RUBBISH/TRASH:** all waste wood, wood products, Christmas trees, tree trimmings, grass, cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any or all other waste materials not included in the definition of Bulky Waste, Construction Debris,

Dead Animals, Garbage, Hazardous Waste or Stable Matter.

1.11 **SERVICE AREA:** all Residential Units in the unincorporated areas of the County.

2. **TERM**

The term of this Contract shall begin January 1, 1998, ("Commencement Date") and continue through December 31, 2003; provided however, that the term of this Contract shall automatically extend without further action of the parties for additional terms of five (5) years each, unless, not less than ninety (90) days before the termination of the, then current term, one party advises the other in writing of its desire to terminate the Contract at the conclusion of the, then current term of the Contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

3. **SERVICE**

The services to be provided by Company hereunder shall be for the weekly curbside collection of all household garbage generated by the Residential Units in the Service Area. The Company shall provide each Residential Unit with one (1) roll-out cart for use during the term of this agreement. Title to the carts shall remain with the Company. Collection at or near the back door of a residence shall be available for residential units occupied solely by individuals who have been determined by the County as being unable to move the garbage cart to the curb. Such determination shall be made by the County on an annual basis for a residential unit to qualify for such service. The County shall be responsible for notifying Company annually of the Residential Units which qualify for such service.

4. **NEWLY DEVELOPED AREAS**

The Company shall, within thirty (30) days of notification by the County, provide solid waste collection services of the same frequency and quality to newly developed areas. As new homes are constructed and occupied in the County, the Company shall, after proper notification by County, provide solid waste services as

required by the Contract on the next scheduled day of collection following notification. The Company shall be responsible for notifying the County of all collection locations being serviced which do not appear on the billing register. The Company's compensation shall be adjusted to reflect such additional services.

5. **POINT OF CONTACT**

All dealings, contacts, etc. between the Company and the County shall be directed by the Company to the County Administrator or his designee.

6. **HOURS AND DAYS OF OPERATION**

Collection of refuse shall not begin before 5:30 A.M. each day. Garbage and trash collection will be allowed on all weekdays and Saturdays. In special cases where the Company needs to work on Sunday, it shall first obtain written permission by the County Administrator. Exceptions to collection hours shall be effected only upon the approval of the County Administrator.

The following holidays may be observed by the Company:

New Years' Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The Company may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday.

The Company shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to observance of the above holidays. Proper publicizing includes the purchasing of advertising from newspapers serving the affected area.

7. **APPROVED CONTAINERS**

Garbage placed for collection shall be stored in Approved Containers, as described herein. The Company shall not be required to collect garbage unless it is in Approved Containers.

8. **EXTRAORDINARY MATERIALS**

Hazardous Wastes, body wastes, abandoned vehicles, vehicle parts, yard

waste, Bulky Waste, large equipment and parts, Construction Debris and dead animals will not be collected under the terms of this Contract.

9. **OFFICE**

The Company shall maintain an office or such other facilities through which it may be contacted without charge by telephone. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5 P.M. Monday through Friday.

10. **RATES**

As compensation for this service, County shall pay to Company the sum of six and 95/100 (\$6.95) dollars per Residential Unit. In the event a resident requires more than one (1) cart, the additional cart shall be provided for an additional charge equal to the existing rate. In the event the Company is required to bill residents for additional carts, such residents shall be billed one (1) year in advance for these additional services. In the event the number of Residential Units drops below fifteen thousand (15,000), the County shall be charged and pay for a minimum of fifteen thousand (15,000) Residential Units. Payment by County to the Company shall be made on or before the fifteenth (15th) day of each month, following the month for which service is rendered under the terms of this Contract.

The Compensation payable by the County to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items - South Region, (published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100 ("C.P.I.)) shall have increased or decreased during the preceding twelve (12) months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding

contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the County to the Company shall be adjusted to compensate for such annual rate increases.

All waste collected by Company pursuant to this Contract shall be disposed of by Company at the Transfer Station owned and operated by the Company adjacent to the County Landfill.

The Company shall be entitled to an increase in compensation to offset any increase in disposal and fuel costs at the current, or any approved landfill used for disposal during the term hereof. The Company also shall be entitled to an increase in its service rate to offset any increased costs associated with longer haul distance if it becomes necessary to use an alternate landfill for disposal. In addition, in the event Company becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of such garbage, such tax or surcharge shall be the responsibility of the County to be paid along with Company's normal monthly compensation. Satisfactory documentation of such increases shall be submitted to the County prior to the implementation of such increases.

11. **CONVENIENCE CENTER SERVICES**

The County has determined that it is in the best interest of the County to provide for from three (3) to five (5) modified manned convenience centers in the County to supplement the residential curbside collection service provided for in this Contract and to provide for recycling services. The Company has been selected as the provider of services to the County in connection with the modified manned convenience centers. The County, however, has not acquired all of the property necessary for the development of the centers and is in the process of determining the type and level of service to be required by the Company in connection therewith. The parties, therefore, agree that although it is the intention of the parties that the

Company provide the residential collection and convenience center services as one comprehensive service, the contract documents for each service shall be separate. The rates provided for herein, however, are dependent upon the Company providing convenience center services to the County coterminously with the residential curbside services described herein.

12. **INDEMNITY**

The Company shall indemnify the County against any claims, actions or suits including court costs and reasonable attorneys' fees, arising out of the Company's negligent or willful misconduct in providing the services herein required or in Company's operation of its equipment in connection with the performance of such services.

13. **DISPOSAL**

The disposal charges applicable to the garbage which is the subject matter of this Contract is included within the compensation and is subject to increase as addressed in Section 10.

14. **INSURANCE**

During the term of this Contract, Company shall maintain in full force and effect the following insurance:

COVERAGE	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$500,000.00
Bodily Injury Liability except Automobile	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Property Damage Liability except Automobile	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$1,000,000.00 each person \$1,000,000.00 each occurrence
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$2,000,000.00 each occurrence

15. **LOCATION OF COLLECTION**

The Residential Units will be required by the County to place garbage and trash in a location that is readily accessible to the Company and its equipment, not to exceed five (5') feet from curb or edge of traveled portion of road. County will aid the Company in resolving problems of garbage and trash location. In rural areas, pickups will be limited to mailbox locations, private roads will not be traveled.

16. **SERVICE INQUIRES**

All complaints shall be made directly to the Company. The Company shall give all complaints prompt and courteous attention. In the case of alleged missed schedule collection, the Company shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

17. **NOTIFICATION OF CUSTOMERS**

The Company shall notify all customers about service inquiry procedures, regulations and days(s) of collection.

18. **COMPANY'S PERSONNEL**

18.1 The Company shall assign a qualified person or persons to be in charge of its performance of this Contract.

18.2 The Company's collection employees shall wear a uniform or shirt bearing the Company's name.

18.3 Each employee shall, at all times, carry a valid drivers license for the type of vehicle he is driving.

18.4 The Company shall provide operating and safety training for all personnel.

18.5 No person shall be denied employment by the Company for reasons of age, race, sex, creed, or religion or national origin.

19. **FORCE MAJEURE**

From and after the Commencement Date, Company's performance hereunder

may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of Company unless such cause or causes is a result of action or non-action by Company.

20. **PERMITS, LICENSES AND TAXES**

The Company shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect. The Company shall promptly pay all taxes required by local, state and federal laws.

21. **TERMINATION**

Except as otherwise provided herein, if either party breaches this Contract or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Contract as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

22. **BOND**

During the term of this Contract, the Company may be required to provide a performance bond in an amount not to exceed the annual compensation payable to the Company under this Contract. In the event the County elects to require Company

to provide the bond, the County shall notify the Company at least thirty (30) days prior to the date the bond is to be provided.

23. **EXCLUSIVE CONTRACT**

The Company shall have the sole and exclusive franchise license and privilege to provide residential solid waste collection and removal services and service to convenience centers for and on behalf of the County. This Contract shall not constitute a franchise or exclusive right to collect solid waste from commercial, institutional and industrial units in the County.

24. **NOTICE**

A letter addressed and sent by Certified United States Mail to either party at the business address specified shall be sufficient notice whenever required for any purpose in this Contract. Also, the address designated at this address may be changed from time to time by written notice sent by Certified U.S. Mail as provided herein.

County: County Administrator
Columbus County
111 Washington Street
Whiteville, NC 28472

with a copy to: James E. Hill, Jr.
County Attorney
Post Office Box 268
Whiteville, NC 28472

Company: American Refuse Systems, Inc.
4201 Distribution Drive
Fayetteville, NC 28301
Attention: Division President

with a copy to: Group General Counsel
Waste Management, Inc.
1765 The Exchange, Suite 500
Atlanta, Georgia 30339-2005

25. **MODIFICATION**

This Contract constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

26. **COMPLIANCE WITH LAWS**

The Company shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the terms of this Contract shall govern the obligations of the Company where conflicting ordinances exist.

27. **LAW TO GOVERN**

This Contract shall be governed by the laws of the State of North Carolina both as to interpretation and performance.

This Contract shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, this Contract has been executed in duplicate originals on the day and in the year first above mentioned.

WITNESS
/s/ Dempsey B. Herring

COLUMBUS COUNTY
BY: /s/ C.W. Williams
ITS: Commission Chairman

WITNESS

AMERICAN REFUSE SYSTEMS, INC.
BY:
ITS:

PROCLAMATION - HUNTING AND FISHING DAY IN COLUMBUS COUNTY

A motion was made by Commissioner Britt, seconded by Commissioner Jacobs and passed unanimously to adopt the following Proclamation.

**PROCLAMATION
HUNTING AND FISHING DAY
BY THE
COUNTY OF COLUMBUS**

Hunting and fishing have always been an important part of the North Carolina tradition. And most Americans believe that such activities continue to be popular. Their perceptions are right on target. For example, the number of women involved in the shooting sports has increased by more than 80% in the past ten (10) years.

But hunting and fishing are so much more than recreational pursuits. For over 100 years, hunters and anglers have been at the forefront of the conservation movement giving of their time and finances. In fact, they have provided over \$20 billion

to wildlife management programs, contributing \$3.5 million per day nationally. North Carolinians contributed nearly 30 million for licenses and wildlife stamp and excise taxes on sporting equipment.

The financial support has provided the basis for scientific research, habitat restoration, and education which have led to the dramatic come back of wildlife in North Carolina such as wild turkey, river otters, tundra swans, and other waterfowl, alligators, shore birds, bald eagles, and other raptures and fur bearers.

Hunters and anglers are also important to the economy. With the average sportsman spending \$1024 on food, lodging, equipment, real estate leases, and conservation fees, it is hardly a surprise that one million jobs are directly or indirectly supported by hunting and fishing.

Of course dollars and cents alone do not represent the true worth of our outdoor traditions. Wealthier than any millionaire is one with greater awareness, understanding, and respect of the natural environment and its wildlife. Wealthier still are the ethical hunters and anglers who share this treasure with a youngster, friend or relative.

In recognition of past and current conservation achievements of ethical hunters and anglers in Columbus County, we, the Commission of Columbus County, do hereby proclaim Saturday, September 27, 1997 as:

Hunting and Fishing Day in Columbus County.

Adopted this the 15th day of September 1997.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ C.W. Williams, Chairman

ATTEST:

/s/ Ida L. Smith, Clerk to Board

TAX - JOE JACOBS COMPLAINT TABLED

A motion was made by Commissioner Norris, seconded by Commissioner Wilson and passed unanimously to table the Joe Jacobs' tax complaint due to the absence

of Mr. Jacobs.

AGREEMENT - STREAM DEBRIS REMOVAL

A motion was made by Commissioner Dutton, seconded by Commissioner Norris and passed unanimously to approve the following Stream Debris Removal Agreement.

STATE: North Carolina
PROJECT: Emergency Watershed Protection
 Columbus County
AGREEMENT NO. 69-4532-7-437

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
COOPERATIVE AGREEMENT

THIS AGREEMENT, made this 15th day of September, 1997, by and between the **COLUMBUS COUNTY BOARD OF COMMISSIONERS**, hereinafter called the **Sponsor**; and the **NATURAL RESOURCES CONSERVATION SERVICES**, United States Department of Agriculture, hereinafter referred to as **NRCS**.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, **NRCS** is authorized to assist the **Sponsor** in relieving hazards created by natural disasters that cause a sudden impairment of a watershed; and

WHEREAS, **NRCS** and the **Sponsor** agree to install certain works of improvement to relieve hazards and damages created by Hurricane Fran on September 5-6, 1996.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the **Sponsor** and **NRCS** do hereby agree as follows:

A. It is agreed that the following-described work is to be constructed at an estimated cost of **\$41,500.00**.

Stream Debris Removal and Disposal at Site No. 019-3 in the Cape Fear River Watershed and Site No. 019-2 in the Waccamaw River Watershed, Columbus County,

North Carolina.

B. The Sponsor will:

1. Provide 15 percent of the cost of constructing the works of improvement described in Section A. This cost to the Sponsor is estimated to be \$6,225.00.
2. Provide in-kind contribution to design the project, develop specifications and drawings, let and administer contracts, and inspect work performed. The value of in-kind contribution will not exceed ten percent of the actual cost of constructing the works of improvement described in Section A. The value of the in-kind contribution is estimated to be \$4,150.00.
3. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for measures other than stream debris removal and disposal will be reviewed and approved by a Professional Engineer registered in North Carolina prior to submittal to NRCS.
4. Provide certification that real property rights have been obtained for installation of the works of improvement. Certification will be provided to NRCS prior to award of the contract(s) for construction of the works of improvement. Certification will be provided on Form SCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended.
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the works of improvement described in Section A.
6. Contract for construction of the works of improvement described in Section A. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract.
7. Ensure that all contracts for construction of the works of improvement are

procured in accordance with applicable procedures prescribed in the General Statutes of North Carolina.

8. Comply with the nondiscrimination provisions of the Equal Opportunity Clause and Notice to Contracting Local Organizations of Requirement for Certifications of Nonsegregated Facilities Clause, Form SCS-AS-83, attached hereto.
9. Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification", included in Attachment A.
10. Ensure that all contracts for construction of the works of improvement include the provisions contained in Attachment B to this agreement.
11. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the works of improvement.
12. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
13. Pay the contractor as provided in the contract(s). Submit billings for reimbursement for NRCS on Form SF-270, Request for Advance or Reimbursement.
14. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project.
15. Arrange for and conduct final inspection of completed works of improvement. Certify that the project was installed in accordance with contractual requirements.
16. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance for the works of improvement installed. Operation

and maintenance is required as follows:

(a) For stream debris removal measures (non-structural), the Sponsors will not allow Hurricane Fran material to be redeposited into improved areas for a period of one year after completion of installation of the works of improvement.

(b) For measures other than stream debris removal (structural), the Sponsors will provide a written Operation & Maintenance Agreement and Plan prior to award of the contract(s) for construction of the works of improvement.

17. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
18. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the Sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

C. NRCS will:

1. Provide 75 percent of the cost of constructing the works of improvement described in Section A. This cost to NRCS is estimated to be \$31,125.00.
2. Provide the value of the Sponsor in-kind contribution not to exceed ten percent of the actual cost of constructing the works of improvement described in Section A.

3. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will provide advice and counsel as needed.
4. Review and approve constructions plans as identified in Section B.3. of this agreement.
5. Upon notification from the Sponsor of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.
6. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement.

D. It is mutually agreed that:

1. That the costs incurred by the Sponsor for design of the project, development of specifications and drawings, and contract administration and inspection will be considered as in-kind contribution and will not exceed ten percent of the actual cost of constructing the works of improvement described in Section A. The Sponsor will retain records to support costs incurred by the Sponsor equal to the amount of the in-kind contribution.
2. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded.
3. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by the Congress from which payment may be made and shall not obligate NRCS if the congress fails to so appropriate.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
5. NRCS may terminate this agreement in whole or in part if it is determined by

NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

6. No member of or delegate to Congress or Resident commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
7. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Agriculture or any agency thereof

COLUMBUS COUNTY BOARD OF COMMISSIONERS: This action authorized at an official meeting of the Board on the 15th day of September, 1997, at Whiteville, State of North Carolina.

/s/ C.W. Williams

TITLE: COMMISSION CHAIRMAN
DATE: September 15, 1997

/s/ Ida L. Smith
CLERK TO THE BOARD

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

BY: _____

TITLE: Assistant Conservationist (Ops)

DATE: _____

RESOLUTION - APPOINTING REVIEW OFFICERS

A motion was made by Commissioner by Commissioner Gray, seconded by Commissioner Norris and passed unanimously to approve the following Resolution.

RESOLUTION APPOINTING REVIEW OFFICERS

WHEREAS, S.L. 1997-309 (S875) makes a number of significant changes in the procedures for recording maps and plats; and

WHEREAS, the main purpose of the law is to transfer the responsibility for reviewing plats to determine whether they meet recording requirements from the Register of Deeds to a Review Officer; and

WHEREAS, the new G.S. 47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint a person to serve as Review Officer to review each plat before it is recorded and certify that it meets the statutory requirements for recording; and

WHEREAS, it is the desire of the Columbus County Board of Commissioners to ensure an expeditious review of all maps and plats as required by G.S. 47-30.2 before they are presented to the Register of Deeds for recording.

NOW, THEREFORE, BE IT RESOLVED, effective October 1, 1997, that Richard J. Gore, Christopher S. Formyduval and Rebecca M. Ray in the Columbus County Tax Office, are hereby appointed to perform all responsibilities as required for Review Officer under the appropriate North Carolina General Statutes.

BE IT FURTHER RESOLVED that a copy of this Resolution, designating the Review Officers, be recorded in the Columbus County Register of Deeds Office and indexed in the name of the Review Officers.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

C.W. Williams, Chairman

ATTEST:

Ida L. Smith, Clerk to Board

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STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

I, June B. Hughes, a Notary Public, do hereby certify that C.W. Williams, Chairman of the Columbus County Board of Commissioners, personally appeared before this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 17th day of September, 1997.

June B. Hughes, Notary Public

My Commission Expires: 9-25-98

Recorded at the Register of Deeds' Office 9-19-97, Book 539, page 49.

WACCAMAW RIVER CLEANUP DISCUSSION

Greg Parker, President of the Lumber River Chapter of Wildlife Action, requested the Board to consider stopping the heavy machinery from clearing a three-mile stretch of the Waccamaw River from the dam at Lake Waccamaw to Juniper Creek Bridge, due to the North Carolina Heritage Foundation listing the river at Lake Waccamaw as environmentally sensitive. The environmentally sensitive plant life and wildlife is threatened by the heavy machines used in clearing Hurricane Fran debris from the Waccamaw River.

Mr. Parker reported that Mr. David Sullivan, a member of the Governor's Task Force coordinating the Hurricane Fran cleanup, informed him more money for the job is on the way, enough to have the work done by hand labor instead of heavy equipment and requested the Board to stop the work being performed by Stewart Loggers.

Chairman Williams reported that an Agreement for cleaning the debris from Waccamaw River has been executed with Stewart Logging and questioned Mr. Parker if he had the report in writing from Mr. Sullivan appropriating additional funds for the Waccamaw

River Project.

Mr. Parker replied no.

A motion was made by Commissioner Jacobs, seconded by Commissioner Dutton and passed unanimously to take no action on Mr. Parker's request.

ADJOURNMENT

A motion was made by Commissioner Jacobs, seconded by Commissioner Britt and passed unanimously to adjourn the meeting at 8:15 P.M.

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

APPROVED:

C.W. Williams
C.W. Williams, Chairman

