

**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., March 15, 1999, for the regularly scheduled Board Meeting, it being the third Monday.

**BOARD MEMBERS PRESENT:**

C.E. Wilson, Chairman

Sammie Jacobs, Vice Chairman

Spruell R. Britt

David L. Dutton, Jr.

A. Dial Gray, III

Amon E. McKenzie

Lynwood Norris

James E. Hill, Jr., Attorney

Dempsey B. Herring  
County Administrator

Ida L. Smith, Clerk to Board

**PUBLIC HEARING - 1999 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

Chairman Wilson called the Public Hearing to order for comments regarding an application for the 1999 Community Development Block Grant Funding for Columbus County for community development and infrastructure needs.

The Chairman requested anyone wishing to speak concerning the Application for the 1999 Community Development Block Grant Funding for Columbus County to be recognized by stating their name.

M. Floyd Adams, P.E., representing the Adams Company, discussed the preparation of the 1999 Infrastructure Grant for water improvements. Mr. Adams reported

this the second of two (2) public hearings to be held.

Mr. Adams requested the Board to commit a total of sixty thousand (\$60,000) dollars to the 1999 CDBG Application for a local match over a three (3) year period.

There were no other comments.

Chairman Wilson declared the Public Hearing closed at 7:35 P.M.

**PUBLIC HEARING - WATER & SEWER DISTRICT III/NORTH WHITEVILLE**

Chairman Wilson called the Public Hearing to order for comments regarding an application for the North Carolina Clean Water Revolving Loan and Grant for Columbus County Water and Sewer District III, North Whiteville.

The Chairman requested anyone wishing to speak concerning the Application for the North Carolina Clean Water Revolving Loan and Grant Application for Columbus County Water and Sewer District III, North Whiteville to be recognized by stating their name.

Mr. Alex Monroe, representing McKim & Creed, Engineers, discussed the preparation of the North Carolina Clean Water Revolving Loan and Grant Application which will aid eligible units of government in financing the cost of construction of water supply systems.

There were no other comments.

Chairman Wilson declared the Public Hearing closed at 7:37 P.M.

**PUBLIC HEARING - WATER & SEWER DISTRICT IV/NORTH HALLSBORO**

Chairman Wilson called the Public Hearing to order for comments regarding an application for the North Carolina Clean Water Revolving Loan and Grant for Columbus County Water and Sewer District IV, North Hallsboro.

The Chairman requested anyone wishing to speak concerning the Application for the North Carolina Clean Water Revolving Loan and Grant Application for Columbus County Water and Sewer District IV, North Hallsboro to be recognized by stating their name.

There were no comments.

Chairman Wilson declared the Public Hearing closed at 7:39 P.M.

**PUBLIC HEARING - WATER & SEWER DISTRICT V/MOLLIE/PIREWAY**

Chairman Wilson called the Public Hearing to order for comments regarding an application for the North Carolina Clean Water Revolving Loan and Grant for Columbus County Water and Sewer District V, Mollie/Pireway.

The Chairman requested anyone wishing to speak concerning the Application for the North Carolina Clean Water Revolving Loan and Grant Application for Columbus County Water and Sewer District V, Mollie/Pireway to be recognized by stating their name.

Wade Lewis, representing Hobbs, Upchurch and Associates, Engineers, discussed the preparation of the North Carolina Clean Water Revolving Loan and Grant Application which will aid eligible units of government in financing the cost of construction of water supply systems.

There were no other comments.

Chairman Wilson declared the Public Hearing closed at 7:42 P.M.

**REGULAR BOARD MEETING COMMENCED**

Chairman Wilson called the Board Meeting to order and Ed Worley, Aging Director, gave the invocation.

**BOARD MINUTES APPROVAL**

A motion was made by Commissioner Jacobs, seconded by Commissioner Dutton and passed unanimously to approve the Board Minutes of the February 15, 1999 Board Meeting, as recorded.

**CONSENT AGENDA ITEMS**

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to approve the following consent agenda items.

**TAX REFUNDS:**

Request a refund in the name of Mary K. Britt, 134 Carucci Dr., Whiteville, NC 28472. User fee double listed in the name of Kay Britt with a different account number. Refund will include \$2.75 interest. Amount \$102.75, Value \$N/A, Year 1998, Account #01-08792.

Request a refund in the name of Florence Brown & Shirley Johnson, P.O. Box

182, Bolton, N.C. 28423. Paid user fee on vacant dwelling. Amount \$60.00, Value \$N/A, Year 1998, Account #04-01783.

Request a refund in the name of Pauline Brown, 1584 Greens Mill Rd., Clarkton, NC 28433. Paid user fee on mobile home that is being used for storage. Amount \$100.00, Value \$N/A, Year 1997, Account #05-01040.

Request a refund in the name of Ray K. & Annie Fields, 351 Klondyke Rd., Chadbourn, N.C. 28431. Mobile home double listed in the name of Ray & Crystal Gordon. Amount \$144.45, Value \$5810, Year 1998, Account #13-12835.

Request a refund in the name of Alvie D. Hinson, 403 Dump Ward Rd., Chadbourn, N.C. 28431. Mobile home sold prior to 1-1-98. Amount \$87.15, Value \$10,570, Year 1998, Account #09-13770.

Request a refund in the name of Lee Royal & Coleen Long, 12555 New Britton Hwy. E., Whiteville, N.C. 28472. Home double listed in the name of Joyce Long Anderson. Amount \$115.50, Value \$2000, Year 1998, Account #03-14360.

Request a refund in the name of Sandra McLeskey, 23422 Peacock Rd., Tabor City, NC 28463. Paid a portion of the taxes that should have senior citizens exempt. Amount \$11.28, Value \$N/A, Year 1998, Account #06-24603.

Request a refund in the name of James D. & Ann L. Myres, P.O. Box 207, Riegelwood, NC 28456. User fee paid on vacant property. Amount \$100.00, Value \$N/A, Year 1998, Account #15-28420.

Request a refund in the name of Brenda Robinson, P.O. Box 1768, Whiteville, N.C. 28472. Property located inside city and they paid county user fee. Amount \$40.00, Value \$N/A, Year 1997, Account #01-76806.

Request a refund in the name of Brenda Robinson, P.O. Box 1768, Whiteville, N.C. 28472. Property located inside city limits and they paid county user fee. Amount \$40.00, Value \$N/A, Year 1998, Account #01-76806.

Request a refund in the name of Billie O. & Gabrielle T. Rogers, 37 Currituck Rd., Riegelwood, N.C. 28456. User fee paid on dog kennel. Amount \$100.00, Value \$N/A, Year 1998, Account #15-32140.

Request a refund in the name of Columbia McCoy, 902 W. Smith St., Chadbourn, N.C. 28431. Double wide double listed in the name of Columbia Smith. Amount \$283.10, Value \$32,100, Year 1998, Account #13-36660.

Request a refund in the name of Wilbur Smith and Girls Inc., 2088 Poley Bridge Church Rd., Nakina, NC 28455. Paid on mobile home that is double listed in the name of Browns of Carolina Inc. Amount \$363.41, Value \$37,900, Year 1997, Account #03-23000.

Request a refund in the name of Wilbur Smith and Girls, Inc., 2088 Poley Bridge Church Rd., Nakina, NC 28455. Paid on double wide that is double listed in the name of Browns of Carolina. Amount \$363.41, Value \$37,900, Year 1998, Account #03-23000.

Request a refund in the name of Kenneth Wright, 459 Kingsworth LN S.E., Leland, NC 28451. User fee paid on house that burned years ago. Amount \$100.00, Value \$N/A, Year 1998, Account #15-40204.

**TAX RELEASES:**

Release the August discount of 2% in the name of Danny Conner not absorbed by computer. Amount \$15.13, Value \$N/A, Year 1998, Account #01-16780.

Release the August discount of 2% in the name of Ernest Thompson not absorbed by computer. Amount \$5.77, Value \$N/A, Year 1998, Account #12-27420.

Release the August discount of 2% in the name of Calvin L. & Beverly R. Turner not absorbed by computer. Amount \$5.19, Value \$N/A, Year 1998, Account #01-97064.

Release the property value in the name of Sandra McLeskey. Failed to receive the senior citizens exemption. Amount \$124.72, Value \$17,945, Year 1997, Account #06-24603.

Release the property value in the name of Sandra McLeskey. Failed to receive the senior citizens exemption. Amount \$139.00, Value \$20,000, Year 1998, Account #06-24603.

Release the property value in the name of Gladys K. Thompson. Failed to

receive full senior citizens exemption. Amount \$127.09, Value \$200, Year 1997, Account #12-27440.

Release the property value in the name of Gladys K. Thompson. Failed to receive full senior citizens exemption. Amount \$127.09, Value \$200, Year 1998, Account #12-27440.

Release the property value in the name of Marvin Earl Waddell. Failed to receive full senior citizens exemption. Amount \$104.64, Value \$570, Year 1998, Account #15-36980.

Release the user fee in the name of William Eugene Anderson. House is vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #11-00360.

Release the user fee in the name of Karen Arp. She did not get her trash cart until December 98. Amount \$100.00, Value \$N/A, Year 1998, Account #19-00124.

Release the user fee in the name of William & Janet Barnhill. Did not get trash cart until October, 98. Amount \$100.00, Value \$N/A, Year 1998, Account #19-01116.

Release the user fee in the name of Earl Brown. User fee double listed in the name of Ralph Earl Brown. Amount \$100.00, Value \$N/A, Year 1998, Account #04-01721.

Release the user fee in the name of Pauline Brown. Mobile home used for storage. Amount \$100.00, Value \$N/A, Year 1998, Account #05-01040.

Release the user fee in the name of Santeargo V. & Linda L. Brown. House is vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #15-06280.

Release the user fee in the name of Anthony Guy & Theresa Buck. Customers use a commercial hauler. Amount \$100.00, Value \$N/A, Year 1998, Account #07-00810.

Release the user fee in the name of Doris Bullard. User fee double listed in the name of Doris Bullard (Etal). Amount \$100.00, Value \$N/A, Year 1998, Account #19-02131.

Release the user fee in the name of Doris Bullard. User fee double listed in the name of Doris Bullard (Etal). Amount \$100.00, Value \$N/A, Year 1998, Account #19-04031.

Release the user fee in the name of Al Capps. Moved into home later part of

October 98. Amount \$100.00, Value \$N/A, Year 1998, Account #19-00619.

Release the user fee in the name of Cathy Cartrette. Did not receive trash cart until Nov. 98. Amount \$100.00, Value \$N/A, Year 1998, Account #19-02846.

Release the user fee in the name of Gene Ray & Carleen Creech. House vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #11-07219.

Release the user fee in the name of Rita Edge. Fee double listed in the same name but under a different account number. Amount \$100.00, Value \$N/A, Year 1998, Account #19-03210.

Release part of the user fee in the name of Debbie Lynn Edwards. Property located inside the city limits. Amount \$40.00, Value \$N/A, Year 1998, Account #01-22913.

Release the user fee in the name of Thomas E. & Carolyn W. Faulk. House is vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #01-26160.

Release the user fee in the name of Larry Fowler. Did not receive trash cart until Nov. 98. Amount \$100.00, Value \$N/A, Year 1998, Account #19-02246.

Release the user fee in the name of M. Rachel Gore. House is vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #07-06940.

Release the user fee in the name of Mercedes Hardee. User fee double listed in the name of Thurman C. & Helen Butler. Amount \$100.00, Value \$N/A, Year 1998, Account #19-03760.

Release the user fee in the name of Jessie Thomas Hinson (Etal). Customers use a private hauler. Amount \$100.00, Value \$N/A, Year 1998, Account #01-41597.

Release the user fee in the name of Terrance Horrell. User fee double listed in the name of Terrance Dean Horrell. Amount \$100.00, Value \$N/A, Year 1998, Account #19-04007.

Release the user fee in the name of William Milton Inman. House is vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #12-12920.

Release the user fee in the name of J. Merley Jackamo. User fee bill incorrect. Amount \$70.84, Value \$N/A, Year 1998, Account #19-04516.

Release the user fee in the name of Tawny Jernigan. Did not get trash cart

until the end of October. Amount \$100.00, Value \$N/A, Year 1998, Account #19-01826.

Release the user fee in the name of Jim Walters Homes, Inc. C/O Bill Bentley.

House is vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #16-09397.

Release the user fee in the name of Jones Street Baptist Church. Did not receive trash cart until Nov. 98. Amount \$60.00, Value \$N/A, Year 1998, Account #18-00402.

Release the user fee in the name of Frank Larrimore. Did not get trash cart until after October 98. Amount \$100.00, Value \$N/A, Year 1998, Account #19-03417.

Release the user fee in the name of Norman Kent & Audrey B. Lovett. Building is vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #16-10283.

Release the user fee in the name of Betty H. Margolis. Mobile home located in a park that uses private hauler. Amount \$100.00, Value \$N/A, Year 1998, Account #13-26788.

Release the user fee in the name of Jesse Martin. User fee double listed in the same name under a different account number. Amount \$100.00, Value \$N/A, Year 1998, Account #19-01852.

Release the user fee in the name of Billy Millikan. User fee double listed in the name of Billy Milliken with a different account number. Amount \$100.00, Value \$N/A, Year 1998, Account #19-02106.

Release the user fee in the name of Cardie Bell F. & Calvin H. Moore. Store no longer in operation. Amount \$100.00, Value \$N/A, Year 1997, Account #04-11816.

Release the user fee in the name of Cardie Belle F. & Calvin H. Moore. Store no longer in operation. Amount \$100.00, Value \$N/A, Year 1998, Account #04-11816.

Release the user fee in the name of Nathaniel Mott (Sr.). House is vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #04-12140.

Release the user fee in the name of Mount Olive Charitable Giving Foundation, Inc. There is no trash cart here. Amount \$100.00, Value \$N/A, Year 1998, Account #18-00258.

Release the user fee in the name of Ralph Nance & Sons (Inc.). House is



vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #12-20217.

Release the user fee in the name of Ralph Nance & Sons (Inc.). No house on this lot. Amount \$100.00, Value \$N/A, Year 1998, Account #13-28950.

Release the user fee in the name of J. V. Norris (Heirs). House is unlivable. Amount \$100.00, Value \$N/A, Year 1998, Account #09-22960.

Release the user fee in the name of L. Lynwood & Nina G. Norris. Store uses private hauler. Amount \$100.00, Value \$N/A, Year 1998, Account #06-28119.

Release the user fee in the name of Lonnie Lynwood Norris. This is an office building. Amount \$100.00, Value \$N/A, Year 1998, Account #06-28120.

Release the user fee in the name of Monty Dean Norris. There is no trash cart here. Amount \$100.00, Value \$N/A, Year 1998, Account #16-12042.

Release the user fee in the name of James E. Parker. Amount \$100.00, Value \$N/A, Year 1998, Account #19-03053.

Release the user fee in the name of Susan Parker. There is no can here. Amount \$100.00, Value \$N/A, Year 1998, Account #19-01523.

Release the user fee in the name of John Dean Powers, Sr. Did not receive a trash cart until November 98. Amount \$100.00, Value \$N/A, Year 1998, Account #19-05618.

Release the user fee in the name of Joseph D. & Lodosca Ray (Etal). This is a club house. Amount \$100.00, Value \$N/A, Year 1998, Account #06-30707.

Release two user fees in the name of Abner Rivenbark. Both houses are vacant. Amount \$120.00, Value \$N/A, Year 1998, Account #06-14921.

Release the user fee in the name of Doris G. & William Sarvis. Land vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #07-14205.

Release the user fee in the name of Leroy & Amanda Sellers. User fee double listed in the same name under a different account number. Amount \$100.00, Value \$N/A, Year 1998, Account #19-00235.

Release the user fee in the name of Joseph Schultz. User fee double listed in the name of Joseph A. & Beth Schultz. Amount \$100.00, Value \$N/A, Year 1998, Account

#19-02725.

Release the user fee in the name of Charles Wesley & Diane Shelley. House is vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #10-81937.

Release the user fee in the name of Horace R. Smith. House burned in 1996. Amount \$100.00, Value \$N/A, Year 1997, Account #11-24944.

Release the user fee in the name of Horace R. Smith. House burned in 1996. Amount \$100.00, Value \$N/A, Year 1998, Account #11-24944.

Release the user fee in the name of Charles David Strickland. House is vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #16-13978.

Release the user fee in the name of Joe (Jr.) & Vermel Sumpter. Mobile home burned in 1997. Amount \$100.00, Value \$N/A, Year 1998, Account #01-91420.

Release the user fee in the name of Elizabeth Taylor. House is vacant. Amount \$60.00, Value \$N/A, Year 1998, Account #06-39300.

Release the user fee in the name of Russell Tyler. User fee double listed in the name of Russell Levon Tyler under different account number. Amount \$100.00, Value \$N/A, Year 1998, Account #19-01813.

Release a portion of the user fee in the name of Willie Joe & Dora Walls. Property inside city limits. Amount \$100.00, Value \$N/A, Year 1998, Account #06-40682.

Release the user fee in the name of Mataloen Ward. Business uses commercial hauler. Amount \$100.00, Value \$N/A, Year 1998, Account #12-28327.

Release a portion of the user fee in the name of John & Melody Watson. Property inside city limits. Amount \$40.00, Value \$N/A, Year 1998, Account #06-41490.

Release the user fee in the name of Alice Faye Watts. Mobile home used for storage. Amount \$100.00, Value \$N/A, Year 1998, Account #09-32919.

Release the user fee in the name of Benjamin Fitzhugh Williams. Mobile home is vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #15-39131.

Release the user fee in the name of Ronell Williams. User fee double listed in the name of Ronell & Joyce Williams under a different account number. Amount \$100.00, Value \$N/A, Year 1998, Account #19-02059.

Release the value of a mobile home in the name of Billy Allen. Mobile home listed in the same name with a different account number. Amount \$268.09, Value \$20,240, Year 1998, Account #09-00045.

Release the value of a mobile home in the name of Malcolm Allen. Home listed in Bladen County. Amount \$9.36, Value \$1,000, Year 1996, Account #15-00298.

Release the value of a mobile home in the name of Malcolm Allen. Mobile home listed in Bladen County. Amount \$107.65, Value \$1,000, Year 1997, Account #15-00298.

Release the value of a mobile home in the name of Malcolm Allen. Home listed in Bladen County. Amount \$107.65, Value \$1,000, Year 1998, Account #15-00298.

Release the value of a mobile home in the name of Frances Bellamy. Home sold to Segrinda Scott and then repossessed by Clayton Homes. Amount \$76.05, Value \$2,309, Year 1998, Account #06-39446.

Release the value of a mobile home in the name of James Howard Blackwell. Mobile home double listed in the name of Jeffery Blackwell. Amount \$107.65, Value \$1,000, Year 1998, Account #16-01120.

Release the value of a mobile home in the name of Charles Buffkin. Home sold prior to 1-1-95. Amount \$9.96, Value \$1,160, Year 1995, Account #06-03038.

Release the value of a mobile home in the name of Charles Buffkin. Home sold prior to 1-1-95. Amount \$8.58, Value \$1,000, Year 1996, Account #06-03038.

Release the value of a mobile home in the name of Charles Buffkin. Home sold prior to 1-1-95. Amount \$107.65, Value \$1,000, Year 1997, Account #06-03038.

Release the value of a mobile home in the name of Charles Buffkin. Home sold prior to 1-1-95. Amount \$107.65, Value \$1,000, Year 1998, Account #06-03038.

Release the value of a mobile home in the name of Monty K. & Mary F. Buffkin. Double listed in the name of Mary & Monty Buffkin. Amount \$176.91, Value \$6,790, Year 1998, Account #01-10137.

Release the late list fee in the name of Billy & Diane Byars. Mobile home was not listed late. Amount \$5.10, Value \$N/A, Year 1998, Account #01-11438.

Release the value of a mobile home in the name of Tom Carroll. Home double listed in the name of Donna Lennon. Amount \$108.97, Value \$1,000, Year 1998, Account #15-09001.

Release the value of a mobile home in the name of Dolores Anne Colosins. Home repossessed prior to 1-1-98. Amount \$219.82, Value \$17,240, Year 1998, Account #10-50133.

Release the property value in the name of Helen W. Cruse. Property double listed in the name of Tommy Ray (Jr.) & Sherry Terrell. Amount \$440.55, Value \$49,000, Year 1998, Account #15-10980.

Release the value of a mobile home in the name of Paul Daniels. Home double listed in the name of Annette Johnson. Amount \$109.98, Value \$5,340, Year 1996, Account #13-09701.

Release the value of a mobile home in the name of Paul Daniels. Home double listed in the name of Annette Johnson. Amount \$138.92, Value \$5,090, Year 1997, Account #13-09701.

Release the value of a mobile home in the name of Paul Daniels. Home double listed in the name of Annette Johnson. Amount \$134.47, Value \$4,509, Year 1998, Account #13-09701.

Release the value of a mobile home in the name of Mary Ester Formyduval Faulk. Home double listed in the name of C.O. & Jessie Moss (Heirs). Amount \$106.95, Value \$1,000, Year 1998, Account #07-04519.

Release the value of a mobile home in the name of Anthony Gregg Floyd. Mr. Floyd purchased building permit but never bought the mobile home. Amount \$248.01, Value \$19,360, Year 1998, Account #12-08181.

Release the value of a mobile home in the name of Wayne Freeman. Home double listed in the name of Lacy Wayne Freeman. Amount \$180.23, Value \$9,660, Year 1998, Account #04-01310.

Release the value of a mobile home in the name of Charles & Joyce Frink. This single wide home was traded in for a double wide and it is listed. Amount \$110.78,

Value \$1,410, Year 1998, Account #01-29887.

Release the value of a mobile home in the name of Jeffrey Garrell. Home double listed in the name of Jeffery Lynn Garrell. Amount \$108.31, Value \$1,000, Year 1997, Account #11-10355.

Release the value of a mobile home in the name of Jeffrey Garrell. Home double listed in the name of Jeffrey Lynn Garrell. Amount \$108.31, Value \$1,000, Year 1998, Account #11-10355.

Release the value of a mobile home in the name of Kenneth Godwin. Home double listed in the name of Alma Godwin. Amount \$316.08, Value \$24,709, Year 1998, Account #16-05349.

Release the value of a mobile home in the name of Angela Gore. This single wide home was traded for a double wide and listed in the name of Eddie & Angela Mitchell. Amount \$139.34, Value \$5,210, Year 1997, Account #04-06015.

Release the value of a mobile home in the name of Angela Gore. This single wide was traded for a double wide and listed in the name of Eddie & Angela Mitchell. Amount \$143.27, Value \$5,210, Year 1998, Account #04-06015.

Release the value of a mobile home in the name of Carlton D. Gore. Home moved out of Columbus County prior to 1-1-96. Amount \$129.54, Value \$7,430, Year 1996, Account #13-15688.

Release the value of a mobile home in the name of Carlton D. Gore. Home moved out of Columbus County prior to 1-1-96. Amount \$154.89, Value \$7,180, Year 1997, Account #13-15688.

Release the value of a mobile home in the name of Carlton D. Gore. Home moved out of Columbus County prior to 1-1-96. Amount \$112.29, Value \$6,840, Year 1998, Account #13-15688.

Release the value of a double wide in the name of E. Milton Gore. Home double listed in the name of S.E. Stevens. Amount \$295.30, Value \$28,100, Year 1997, Account #07-06032.

Release the value of a double wide in the name of E. Milton Gore. Home

double listed in the name of S.E. Stevens. Amount \$295.30, Value \$28,100, Year 1998, Account #07-06032.

Release the value of a mobile home in the name of Deborah Gray. Home double listed in the name of Debra Gray. Amount \$123.58, Value \$2,840, Year 1998, Account #13-16282.

Release the value of a mobile home in the name of Howard Hilbourn. Mr. Hilbourn has never owned a mobile home. Amount \$9.36, Value \$1,000, Year 1996, Account #13-18822.

Release the value of a mobile home in the name of Howard Hilbourn. Mr. Hilbourn has never owned a mobile home. Amount \$67.65, Value \$1,000, Year 1997, Account #13-18822.

Release the value of a mobile home in the name of Howard Hilbourn. Mr. Hilbourn has never owned a mobile home. Amount \$107.65, Value \$1,000, Year 1998, Account #13-18822.

Release the value of a double wide home in the name of John Horne. Home repossessed in 1996. Amount \$403.02, Value \$43,600, Year 1997, Account #13-20202.

Release the value of a double wide home in the name of John Horne. Home repossessed in 1996. Amount \$403.02, Value \$43,600, Year 1998, Account #13-20202.

Release the value of mobile home in the name of Sheila M. Hyatt. Home double listed in the name of Adam Rooks. Amount \$123.49, Value \$3,380, Year 1997, Account #14-07148.

Release the value of a mobile home in the name of Sheila M. Hyatt. Home double listed in the name of Adam Rooks. Amount \$125.84, Value \$3,380, Year 1998, Account #14-07148.

Release a portion of the property value in the name of James R. Jeffries. Property double listed in the same name under a different parcel number. Amount \$31.90, Value \$4,590, Year 1998, Account #01-47345.

Release the value of a mobile home in the name of Tracey Jenkins. Home double listed in the name of Edward Earl Scott. Amount \$258.71, Value \$21,229, Year 1996,

Account #05-03161.

Release the value of a mobile home in the name of Tracey Jenkins. Home double listed in the name of Edward Earl Scott. Amount \$260.39, Value \$20,980, Year 1997, Account #05-03161.

Release the value of a mobile home in the name of Tracey Jenkins. Home double listed in the name of Edward Earl Scott. Amount \$245.64, Value \$19,050, Year 1998, Account #05-03161.

Release the value of a mobile home in the name of Billy King. Home double listed in the name of Sherman & Annette Pruitt. Amount \$192.87, Value \$10,620, Year 1998, Account #16-05441.

Release the value of a boat in the name of Samuel & Jennifer N. Lacks. Boat was sold in 1997. Amount \$16.91, Value \$2,000, Year 1998, Account #11-15242.

Release the value of a mobile home in the name of Willard Leach. Home double listed in the name of Mamie King. Amount \$93.56, Value \$4,390, Year 1998, Account #10-10154.

Release the value of a mobile home in the name of Clifford Long. Home double listed in the same name through error. Amount \$192.87, Value \$10,620, Year 1998, Account #06-23278.

Release the value of a mobile home in the name of Mona McClland. Home double listed in the name of Mona Faye Rooks McClland. Amount \$286.47, Value \$23,710, Year 1998, Account #01-54981.

Release the value of a mobile home in the name of Gloria Ann McDuffie. Home in the name of Mable Canady and listed in Bladen County. Amount \$222.02, Value \$17,310, Year 1996, Account #13-25577.

Release the value of a mobile home in the name of Gloria Ann McDuffie. Home in the name of Mable Canady and listed in Bladen County. Amount \$230.43, Value \$17,060, Year 1997, Account #13-25577.

Release the value of a mobile home in the name of Gloria Ann McDuffie. Home in the name of Mable Canady and listed in Bladen County. Amount \$231.02, Value

\$15,570, Year 1998, Account #13-25577.

Release the value of a mobile home in the name of Prince & Pearlle McKeithan. Home double listed in the name of Helen Bonita Nobles. Amount \$323.79, Value \$32,200, Year 1998, Account #03-15786.

Release the value of a piper airplane in the name of R. Duncan McFadyen. Airplane listed in Brunswick County. Amount \$198.77, Value \$26,000, Year 1998, Account #07-11525.

Release the property value in the name of Alton Mitchell. Property double listed in the name of Alton B. Mitchell with a different account number. Amount \$33.32, Value \$4,900, Year 1989, Account #11-17360.

Release the property value in the name of Alton Mitchell. Property double listed in the name of Alton B. Mitchell with a different account number. Amount \$33.32, Value \$4,900, Year 1990, Account #11-17360.

Release the property value in the name of Alton Mitchell. Property double listed in the name of Alton B. Mitchell with a different account number. Amount \$33.81, Value \$4,900, Year 1991, Account #11-17360.

Release the property value in the name of Alton Mitchell. Property double listed in the name of Alton B. Mitchell with a different account number. Amount \$33.81, Value \$4,900, Year 1992, Account #11-17360.

Release the property value in the name of Alton Mitchell. Property double listed in the name of Alton B. Mitchell with a different account number. Amount \$35.28, Value \$4,900, Year 1993, Account #11-17360.

Release the property value in the name of Alton Mitchell. Property double listed in the name of Alton B. Mitchell with a different account number. Amount \$37.24, Value \$4,900, Year 1994, Account #11-17360.

Release the property value in the name of Alton Mitchell. Property double listed in the name of Alton B. Mitchell with a different account number. Amount \$38.22, Value \$4,900, Year 1995, Account #11-17360.

Release the property value in the name of Alton Mitchell. Property double



listed in the name of Alton B. Mitchell with a different account number. Amount \$38.22, Value \$4,900, Year 1996, Account #11-17360.

Release the property value in the name of Alton Mitchell. Property double listed in the name of Alton B. Mitchell with a different account number. Amount \$46.57, Value \$6,700, Year 1997, Account #11-17360.

Release the property value in the name of Alton Mitchell. Property double listed in the name of Alton B. Mitchell with a different account number. Amount \$46.57, Value \$6,700, Year 1998, Account #11-17360.

Release the value of a mobile home in the name of Kenneth Allen Moore. Home repossessed by Oakwood prior to 1-1-96. Amount \$206.02, Value \$15,600, Year 1996, Account #11-18066.

Release the value of a mobile home in the name of Kenneth Allen Moore. Home repossessed by Oakwood prior to 1-1-96. Amount \$217.35, Value \$15,350, Year 1997, Account #11-18066.

Release the value of a mobile home in the name of Kenneth Allen Moore. Home repossessed by Oakwood prior to 1-1-96. Amount \$207.72, Value \$14,090, Year 1998, Account #11-18066.

Release the value of a mobile home in the name of Lindy Gerald Nance (Etal). Home sold to Frank Dunn in Wrightsville Beach. Amount \$77.22, Value \$9,000, Year 1996, Account #12-20067.

Release the value of a mobile home in the name of Linzy Gerald Nance (Etal). Home sold to Frank Dunn in Wrightsville Beach. Amount \$68.81, Value \$9,000, Year 1997, Account #12-20067.

Release the value of a mobile home in the name of Linzy Gerald Nance (Etal). Home sold to Frank Dunn in Wrightsville Beach. Amount \$68.81, Value \$9,000, Year 1998, Account #12-20067.

Release the value of a single wide mobile home in the name of Crystal V. Parker. Home traded for a double wide and listed. Amount \$188.20, Value \$10,620, Year 1998, Account #11-02219.

Release the value of (2) mobile homes in the name of Mark & Kathy Powell.

Did not own these homes January 1, 1998. Amount \$261.11, Value \$7,470, Year 1998, Account #01-71940.

Release the value of a mobile home in the name of Roger Powell. Home double listed in the name of Maggie T. Powell. Amount \$283.73, Value \$21,010, Year 1998, Account #16-12393.

Release the value of a mobile home in the name of Ronald C. Pridgen. Home double listed in the name of Barbara Pridgen. Amount \$100.00, Value \$5,310, Year 1998, Account #13-33556.

Release the value of a mobile home in the name of Joseph & Etta Elizabeth Proffitt. Home sold in 1997. Amount \$181.19, Value \$10,620, Year 1998, Account #03-18208.

Release the value of a mobile home in the name of Melissa Porter. Home double listed in the name of Melissa Porter Simmons. Amount \$242.82, Value \$18,160, Year 1998, Account #01-71061.

Release the value of a mobile home in the name of Linda Rheuark. Home double listed in the name of William H. Nealey. Amount \$110.07, Value \$6,550, Year 1998, Account #06-31149.

Release the value of a tractor in the name of Retha L. Sasser. Tractor junked three (3) years ago. Amount \$2.30, Value \$300, Year 1998, Account #03-20625.

Release the value of a mobile home in the name of Doris Scheiber. Home double listed in the name of Doris M. Schriber with a different account number. Amount \$239.85, Value \$15,600, Year 1998, Account #15-32905.

Release the value of a mobile home in the name of Adrienne & Sarah Ann Silver. Home double listed in the name of Andrienne Silver with a different account number. Amount \$198.10, Value \$19,200, Year 1996, Account #06-32841.

Release the value of a mobile home in the name of Adrienne & Sarah Ann Silver. Home double listed in the name of Andrienne Silver with a different account number. Amount \$244.87, Value \$18,950, Year 1997, Account #06-32841.

Release the value of a mobile home in the name of Adrienne & Sarah Ann Silver. Home double listed in the name of Andrienne Silver with a different account number. Amount \$131.49, Value \$17,200, Year 1998, Account #06-32841.

Release the value of a mobile home in the name of Tiffany Simmons. Home double listed in the name of Patricia Simmons. Amount \$281.42, Value \$21,010, Year 1998, Account #03-21721.

Release the value of a mobile home in the name of Norman Ivey Singletary (Jr). Home double listed in the name of Ned Wayne & Denise L. Taste. Amount \$168.42, Value \$15,600, Year 1998, Account #10-15511.

Release the value of a mobile home in the name of Dorothy Blackwell Smith. Home double listed in the name of Dorothy Blackwell Nobles. Amount \$124.70, Value \$3,230, Year 1998, Account #01-84854.

Release the value of a mobile home in the name of Willie Mae Smith. Home double listed in the same name with a different account number. Amount \$292.84, Value \$23,220, Year 1998, Account #11-25061.

Release the value of a green house in the name of Donald Grady & Patricia Stanley. House double listed in the name of John Mitchell Stanley. Amount \$160.55, Value \$23,100, Year 1997, Account #07-15940.

Release the value of a green house in the name of Donald Grady & Patricia Stanley. House is double listed in the name of John Mitchell Stanley. Amount \$160.55, Value \$23,100, Year 1998, Account #07-15940.

Release the value of a mobile home in the name of Patricia A. Strickland. Home burned in 1996. Amount \$230.43, Value \$17,060, Year 1997, Account #10-16494.

Release the value of a mobile home in the name of Patricia A. Strickland. Home burned in 1996. Amount \$219.03, Value \$15,570, Year 1998, Account #10-16494.

Release the value of a boat and motor in the name of Jackie Sutton. Boat & motor was sold in 1997. Amount \$1.57, Value \$200, Year 1998, Account #01-91594.

Release the value of a mobile home in the name of Clint & Janice Thompson. Home double listed in the name of Richard Thompson. Amount \$246.02, Value \$21,010,

Year 1998, Account #12-27399.

Release the value of a mobile home in the name of William Threeths. Home double listed in the name of Mollie Stephens. Amount \$135.35, Value \$8,050, Year 1996, Account #12-27561.

Release the value of a mobile home in the name of William Threeths. Home double listed in the name of Mollie Stephens. Amount \$159.63, Value \$7,800, Year 1997, Account #12-27561.

Release the value of a mobile home in the name of William Threeths. Home double listed in the name of Mollie Stephens. Amount \$156.88, Value \$7,440, Year 1998, Account #12-27561.

Release a portion of the property value in the name of Cuther Towns. Failed to receive the senior citizens exemption. Amount \$153.00, Value \$20,000, Year 1998, Account #13-40458.

Release the value of a double wide in the name of Aric Troy. Home double listed in the name of Miami Young. Amount \$403.18, Value \$37,200, Year 1998, Account #15-37761.

Release the value of a mobile home in the name of William L. Ward. Home double listed in the name of Doris Ward Thompson. Amount \$207.72, Value \$14,090, Year 1998, Account #06-41388.

Release the property value in the name of Western Prong Baptist Church, Inc. This is a cemetery and tax exempt. Amount \$303.16, Value \$41,700, Year 1998, Account #02-50405.

Release the value of a mobile home in the name of Peter & Beverly Whaley. Home sold in 1997. Amount \$107.65, Value \$1,000, Year 1998, Account #13-43025.

Release the property value in the name of Richard A. & Linda P. Williamson. Property double listed in the name of Vernell S. Davis. Amount \$8.90, Value \$500, Year 1996, Account #12-31645.

Release the property value in the name of Richard A. & Linda P. Williamson. Property double listed in the name of Vernell S. Davis. Amount \$16.12, Value \$1,600, Year

1997, Account #12-31645.

Release the property value in the name of Richard A. & Linda P. Williamson.

Property double listed in the name of Vernell S. Davis. Amount \$16.12, Value \$1,600, Year

1998, Account #12-31645.

Release the property value in the name of Peggy Gerald for the City of Cerro Gordo. This property is located outside the city limits of Cerro Gordo. Amount \$142.00, Value \$71,000, Year 1998, Account #16-05086.

**Budget Amendments:**

Appropriate 12-399-0000	Fund Balance	\$35,500
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Expend as follows:

12-613-7300	Improvements	7,500
12-613-7400	Capital Outlay	28,000

Accept 10-348-3300	NC Rural Center Grant	12,508
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Expend 10-700-9100	Engineer Study-Eastern Columbus/Bladen Counties	12,508
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Accept 10-348-1695	NCDOT-Interagency Transportation Grant	42,027
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Accept 10-348-2300	NC Partnership for Children	7,417
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Expend as follows:

10-613-0200	Salaries	20,250
10-613-0500	FICA	1,550
10-613-0600	Insurance	2,862
10-613-0700	Retirement	999
10-613-1250	Part-time Salaries & Benefits	12,310
10-613-1850	Unemployment Contribution	90
10-613-1860	Workers Compensation	900
10-613-1890	Other	435
10-613-1910	Accounting	900
10-613-2110	Janitorial Supplies	750
10-613-2310	Special Programs Material	187
10-613-2610	Office Supplies & Materials	561
10-613-3110	Travel	750
10-613-3120	Travel Subsistence	375
10-613-3210	Telephone Service	2,250
10-613-3250	Postage	225
10-613-3410	Printing	375
10-613-3550	M/R - Office Equipment	750
10-613-3570	M/R - Communications Equipment	750
10-613-3710	Marketing	150
10-613-4310	Rent of Reproduction Equipment	375
10-613-4410	Maintenance Contracts-Comm Equip.	750
10-613-4420	Maintenance Contracts-Office Equip.	750
10-613-4550	Insurance-Spec. Liabilities	150

**LARRY CRIBB FAMILY COMPLAINT - PAUL WILLAMS' DOGS**

Larry Cribb, 543 Pleasant Plains Church Road, Whiteville, NC 28472, addressed the Board regarding Mr. Paul Williams' ten (10) dogs being offensive to his family and has been an ongoing issue for approximately five (5) years. Mr. Cribb reported that the dogs are confined to a kennel, less than 100 feet away from his bedroom and keep him and his family awake at all hours of the night with their barking. The Cribbs and Williams are now in mediation in order to resolve their differences. Mr. Cribb requested the Board to amend the Noise Ordinance to coincide with the Animal Control Ordinance,

**Section V: NOISY ANIMALS**

It shall be unlawful for any person to own, keep or have within the county an animal that habitually or repeatedly makes noises or other sounds that tend to annoy, disturb or frighten its citizens.

A motion was made by Commissioner Dutton, seconded by Commissioner Britt and passed unanimously to take Mr. Cribb's request under advisement.

**AGING - ANNUAL REPORT PRESENTED AND ANNUAL HOME CARE****COMMUNITY BLOCK GRANT MEETING SCHEDULED**

Ed Worley, Aging Director, presented the Board with the 1998 Department of Aging Annual Report. Mr. Worley requested the Board to schedule the Annual Home Care Community Block Grant Meeting for 10:00 A.M., March 25, 1999 at the Department of Aging, Whiteville, NC.

A motion was made by Commissioner Norris, seconded by Commissioner Gray and passed unanimously to schedule the Annual Home Care Community Block Grant Meeting for 10:00 A.M., March 25, 1999 at the Department of Aging, Whiteville, NC.

**ECONOMIC DEVELOPMENT - PUBLIC HEARING SCHEDULED FOR****WASTEWATER TREATMENT PROJECT**

Steve Yost, Economic Development Director, requested the Board to schedule a Public Hearing for April 5, 1999 for the purpose of discussing a \$1 million grant application to the North Carolina Department of Commerce for the wastewater treatment project for the Wright Corporation in conjunction with the Lower Cape Fear Water and

Sewer Authority.

A motion was made by Commissioner Gray, seconded by Commissioner Britt and passed unanimously to schedule the Public Hearing for April 5, 1999, at 8:00 A.M., for a \$1 million grant application to be submitted to the North Carolina Department of Commerce for the wastewater treatment project.

**SHERIFF - PUBLIC HEARING U.S. DEPARTMENT OF JUSTICE LOCAL ENFORCEMENT BLOCK GRANT PROGRAM**

Jimmy Ferguson, Sheriff, requested the Board to schedule a Public Hearing for April 5, 1999 for the purpose of applying for funds under the U.S. Department of Justice Local Enforcement Block Grant Program.

A motion was made by Commissioner McKenzie, seconded by Commissioner Jacobs and passed unanimously to schedule a Public Hearing for April 5, 1999, at 8:00 A.M., for the purpose of applying for funds under the U.S. Department of Justice Local Enforcement Block Grant Program.

**RESOLUTIONS - ADDITION OF ROADS TO THE STATE MAINTENANCE SYSTEM**

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to adopt the following Resolutions to add specified roads to the State Maintenance System.

**NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
REQUEST FOR ADDITION TO STATE MAINTAINED  
SECONDARY ROAD SYSTEM**

North Carolina  
County of Columbus  
Road Description: Extension of State Road 1206, Pineland Woods Drive

**WHEREAS**, the attached petition has been filed with the Board of County Commissioners of the County of Columbus requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System; and

**WHEREAS**, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets

minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

**NOW, THEREFORE**, be it resolved by the Board of County Commissioners of the County of Columbus that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**

The foregoing Resolution was duly adopted by the Board of Commissioners of the County of Columbus at a meeting on the 15th day of March 1999.

**WITNESS** my hand and official seal this the 15th day of March, 1999.

/s/ Ida L. Smith, Clerk  
Board of Commissioners  
County of Columbus

**NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
REQUEST FOR ADDITION TO STATE MAINTAINED  
SECONDARY ROAD SYSTEM**

North Carolina  
County of Columbus  
Road Description: Pinecroft Drive off State Road 1170

**WHEREAS**, the attached petition has been filed with the Board of County Commissioners of the County of Columbus requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System; and

**WHEREAS**, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

**NOW, THEREFORE**, be it resolved by the Board of County Commissioners of the County of Columbus that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**



The foregoing Resolution was duly adopted by the Board of Commissioners of the County of Columbus at a meeting on the 15th day of March 1999.

WITNESS my hand and official seal this the 15th day of March, 1999.

/s/ Ida L. Smith, Clerk  
Board of Commissioners  
County of Columbus

**APPOINTMENT - SOUTHEASTERN REGIONAL MENTAL HEALTH, MENTAL RETARDATION AND SUBSTANCE ABUSE AUTHORITY**

A motion was made by Commissioner Norris, seconded by Commissioner McKenzie to appoint William "Bill" Herring to fill the vacancy of C.W. Todd to serve on the Southeastern Regional Mental Health, Mental Retardation and Substance Abuse Authority for a four (4) year term, expiring November 30, 2002.

**APPOINTMENT - SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION**

Commissioner McKenzie reappointed Mr. Leo Mercer to serve on the Southeastern Economic Development Commission for a four (4) year term, expiring April 1, 2003, representing District I in Columbus County.

**CRIMINAL JUSTICE PARTNERSHIP - 1999-2000 APPLICATION APPROVAL**

Patricia Sanderson, Criminal Justice Partnership Director, requested the Board to approve the 1999-2000 Application for Continuation of Implementation Funding from the State for the Criminal Justice Partnership Program.

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to approve the 1999-2000 Application for Continuation of Implementation Funding from the State for the Criminal Justice Partnership Program.

A copy of the complete application, properly executed, is on file in the office of the Clerk to the Board.

**ECONOMIC DEVELOPMENT - WELL SYSTEM BID AWARD**

Steve Yost, Economic Development Director, informed the Board bids have been received to build the new well system in Southeast Regional Park that will also serve Conflandey. The bids received range from a high of \$213,073.00 to a low of \$196,000.00.

The low base bid, as well as the alternate, was submitted by Bill's Well Drilling, Fayetteville, NC. Mr. Yost requested the Board award the Contract to Bill's Well Drilling in the amount of \$184,400.00 with the following changes: The well size will be reduced from a 12" to a 10"; a submersible pump will be installed instead of a vertical turbine pump; the fencing around the site would be eliminated; and a spare chemical feed pump will be deleted.

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to award the bid to Bill's Well Drilling in the amount of \$184,400.00, with the changes as listed above, contingent upon the proper advertisement

**COMMUNITY DEVELOPMENT BLOCK GRANT - APPROVAL FOR APPLICATION FOR WATER IMPROVEMENTS**

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to approve Floyd Adams, representing the Adams Company, to proceed with the application for the 1999 Community Development Block Grant Funding for proposed water system improvements.

Also, the Board approved the Certification of Local Commitment for the 1999 CDBG Application as follows:

I, C.E. Wilson, Chairman of the Columbus County Board of Commissioners, do hereby certify to the North Carolina Department of Commerce the County Board of Commissioners has committed the total amount of sixty thousand and 00/100 (\$60,000.00) dollars to the 1999 CDBG Application for CDBG funding. This amount is shown and incorporated into the proposed application. These funds are proposed to be used inside the proposed target area and will be used for the overall benefit of this project. The County will spend these local funds along with the CDBG funds on a pro-rata basis.

**APPOINTMENT - MENTAL HEALTH STUDY GROUP**

A motion was made by Commissioner Gray, seconded by Commissioner Britt and passed unanimously to appoint C.E. Wilson, Commission Chairman, to serve on the Mental Health Study Group, to function as an ad hoc subcommittee under the North Carolina County Commissioners' Human Resources Steering Committee.

**WATER & SEWER DISTRICT III, NORTH WHITEVILLE - APPROVED  
ENGINEERING FIRM TO SUBMIT NC CLEAN WATER REVOLVING LOAN AND  
GRANT APPLICATION**

A motion was made by Commissioner Gray, seconded by Commissioner Norris and passed unanimously to direct McKim & Creed Engineering to proceed with submitting the North Carolina Clean Water Revolving Loan and Grant Application for Columbus County Water and Sewer District III, North Whiteville.

**WATER & SEWER DISTRICT IV, NORTH HALLSBORO - APPROVED  
ENGINEERING FIRM TO SUBMIT NC CLEAN WATER REVOLVING LOAN AND  
GRANT APPLICATION**

A motion was made by Commissioner Dutton, seconded by Commissioner Britt and passed to direct Green Engineering to proceed with submitting the North Carolina Clean Water Revolving Loan and Grant Application for Columbus County Water and Sewer District IV, North Hallsboro.

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

**NOES:** None.

**ABSTAINED:** Commissioner Gray due to possible conflict of interest.

**WATER & SEWER DISTRICT V, MOLLIE/PIREWAY - APPROVED  
ENGINEERING FIRM TO SUBMIT NC CLEAN WATER REVOLVING LOAN AND  
GRANT APPLICATION**

A motion was made by Commissioner Gray, seconded by Commissioner Dutton and passed unanimously to direct Hobbs, Upchurch Engineering to proceed with submitting the North Carolina Clean Water Revolving Loan and Grant Application for Columbus County Water and Sewer District V, Mollie/Pireway.

**CLOSED SESSION**

At 8:20 P.M., a motion was made by Commissioner Britt, seconded by Commissioner Norris and passed unanimously to enter into closed session in accordance

with N.C.G.S. §143-318.11(a)(5).

**RESUME REGULAR SESSION**

At 9:12 P.M., a motion was made by Commissioner Gray, seconded by Commissioner Britt and passed unanimously to adjourn closed session and resume regular session.

No action was taken.

**LEASE AGREEMENT (RAILROAD DEPOT) - CAROLINA SOUTHERN RAILROAD COMPANY**

A motion was made by Commissioner Gray, seconded by Commissioner Norris and passed unanimously to enter into the following Lease Agreement with the Carolina Southern Railroad Company contingent upon the approval of James E. Hill, Jr., County Attorney.

State of North Carolina     )

**Lease Agreement**

County of Columbus         )

**THIS LEASE AGREEMENT** ("Lease") is made and entered into as of this \_\_\_\_\_, day of March 1999, by and between **THE CAROLINA SOUTHERN RAILROAD COMPANY**, a division of the Baltimore and Annapolis Railroad Company, a Maryland Corporation (hereinafter called "Landlord") and **THE COUNTY OF COLUMBUS**, a governmental entity organized under the laws of the State of North Carolina (hereinafter called "Tenant").

**WITNESSETH:**

In consideration of the covenants and agreement of the respective parties herein contained, the parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives and permitted assigns, do hereby agree as follows:

**I. LEASED PREMISES.** Landlord by these presents does hereby demise and let unto Tenant, and Tenant leases and hires from Landlord all those certain premises consisting of certain land and the improvements situated thereon, including the railroad depot building (the "Building"), located in downtown Whiteville, being in the City of Whiteville,

County of Columbus, State of North Carolina, and known as "the old railroad depot", together with the adjacent landscape rights-of-way located along the railroad tracks owned by Landlord (collectively, the "Premises"), for the term and upon the rental and the covenants and agreements of the respective parties herein set forth, reserving unto Landlord certain space in the front of the Building for the Landlord's office and storage space used to operate its railroad business, including all appurtenances thereto.

**II. TERM AND DELIVERY OF PREMISES. TO HAVE AND TO HOLD** said Premises unto Tenant for an initial term of twenty (20) years beginning on the first day of \_\_\_\_\_ 1999 ("the Commencement Date"), and ending on the last day of \_\_\_\_\_ 2019 ("Initial Term").

**III. RENEWAL OPTION.** Provided no event of default has occurred hereunder, the renovations have been satisfactorily completed and the Premises have been used and maintained by the Tenant in a satisfactory condition in accordance with the terms herein, this Lease may be renewed for an additional term of up to ten (10) years by the Tenant giving Landlord ninety (90) days written notice prior to the expiration of the Initial Term of Tenant's election to extend this Lease for such additional term, under the same terms and conditions of this Lease.

**IV. RENT.** Tenant covenants to pay as rental to Landlord as follows:

(I) Lease amount shall be one dollar (\$1.00) per year plus payment of all taxes owed by Landlord in the City of Whiteville and County of Columbus;

(II) Annual rent of \$1.00 due on the first day of January in advance of each year of this lease.

Any rent payment not received by the fifth (5th) day of the month shall be subject to a fifteen percent (15%) late fee.

**V. USE.** Tenant agrees that the Premises shall be used by Tenant only for commercial purposes for (1) the operation of such other activities approved herein and beneficial to the promotion of the community. A portion of the Building shall be reserved by Landlord and be used as Landlord's office and storage space. Any change in Tenant's use of the Premises or any part thereof or any change in Tenant's method of operations for

such use shall be subject to Landlord's prior written approval. Tenant shall comply with all applicable federal, state and local laws, rules and regulations with regard to the Tenant's use and operation of the Premises.

**VI. SIGNAGE.** Tenant agrees to allow Landlord to display signage with Landlord's railroad logo in or on the building and/or the Premises. All Tenant signage shall be subject to the prior written approval of Landlord.

**VII. LANDSCAPING.** All landscaping, including without limitation, all landscaping materials and vegetation, will be subject to prior written approval of Landlord, which approval shall not be unreasonably withheld, to insure compliance with federal railway regulations, especially as they concern sight line clearance and the use of vegetation which will not undermine or otherwise damage trackage.

**VIII. CONDITIONS OF THE PREMISES.** Tenant has inspected and accept the Premises in "as is" condition as of the time of commencement of the term of this Lease or occupancy of the Premises, whichever comes first.

**IX. RENOVATIONS.** Tenant shall within Ninety (90) days from the execution of this Lease commence renovations to the Premises and diligently pursue the completion of such renovations, in accordance with plans and specifications approved by Landlord in writing. All plans and change orders for the renovations to the Premises must be approved and signed off on by Landlord prior to the commencement of such work. All such work shall be completed in a first-class workman like manner satisfactory to Landlord in its sole discretion. Before any work is done to the Premises, Tenant shall furnish Landlord with hold harmless agreements from all contractors, protecting the Premises against mechanics' liens. Tenant agrees to secure funds for the renovation of the Premises from such sources as are available, and to commence and complete such renovations on the Building structure and landscaping on the grounds within a reasonable period of time, not to exceed eighteen (18) months from the commencement of the initial renovation phase.

Landlord shall be responsible for all renovations within the area reserved for Landlord's office space and storage. Tenant's renovations shall not unnecessarily interfere

with the Landlord's use of the Premises or block the railroad tracks. If renovations are not completed within the time specified, this Lease shall terminate and possession of the Premises, as well as any improvements made up to this time, shall revert to Landlord, subject to no claims by Tenant. If renovations have been commenced, and have been delayed through no fault of Tenant, Landlord agrees to negotiate a reasonable extension of time for completion of such renovations. No such extensions of time may be granted unless the renovations have commenced and substantial progress has been made thereon. All renovations shall become the property of the Landlord upon the termination of this Lease.

**X. ADDITIONAL ALTERATIONS OF PREMISES AND INSTALLATION OF FIXTURES.** Tenant may, with the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion, at Tenant's own cost and expense, in a good, workmanlike manner, make such additional non-permanent and non-structural alterations and repairs to the Premises as Tenant may require for the use of the Premises provided herein, without, however, materially altering the basic character of the Building, or weakening any structure on the Premises. Any alterations or improvements to the Premises, shall, at the option of Landlord, become the property of the Landlord at the expiration or sooner termination of this Lease.

**XI. REPAIR AND CARE OF PREMISES BY TENANT.** Tenant shall at its sole responsibility and at its own expense, maintain the Premises and all common areas in good order and repair. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of the Lease in as good condition and repair as when received, including all subsequent renovations made hereto, natural wear and tear expected. Should it become apparent to agents of Landlord that Tenant has ceased to properly maintain the building or grounds, Landlord shall inform Tenant of this fact in writing, setting out the maintenance problems in detail. If the Tenant fails to cure the problems within a period of sixty (60) days of such notice, Landlord, at its sole option, may terminate the Lease, or make necessary maintenance expenditures and require Tenant to pay for the same upon demand. If Tenant fails to correct the problem within the sixty (60) day period, but is working responsibly to

correct the problems, Landlord shall not terminate the Lease.

**XII. INSURANCE.** Landlord shall maintain, at its expense, policies of insurance on the Premises insuring against (I) fire and other casualties, including extended coverage for hail and windstorm damage, (II) liability insurance, (III) worker's compensation insurance as required by law, and (IV) any other insurance which may be necessary or required by Landlord based on the Tenant's use of the Premises or the contents thereof in minimum amounts and coverage acceptable to Landlord. The Tenant shall, at its expense, maintain policies of insurance on Tenant's personalty located in or on the Premises, insuring against (I) fire and other casualties, including extended coverage for hail and windstorm damage, (II) Liability insurance of not less than One Million Dollars (\$1,000,000.00) in coverage, (III) worker's compensation insurance as required by law, and (IV) any other insurance which may be necessary or required by Landlord based on the Tenant's use of the Premises or the contents thereof in minimum amounts and coverage acceptable to Landlord. All such policies shall name Landlord as an additional insured and loss payee and shall not be cancelable without thirty (30) days prior written notice to Landlord. The Tenant shall provide Landlord with satisfactory evidence of such policies each year. In the event Tenant fails to comply with the provisions of this section, Landlord may advance such sums as additional rent even though the Lease may have expired and shall be payable to Landlord on demand.

**XIII. PAYMENT OF ASSESSMENTS: TAXES.** Tenant shall pay annually all real estate taxes and assessments against the real property assessed against the Premises. Tenant shall pay annually all personal property taxes of Tenant in connection with the Premises, imposed on its use of the Premises prior to the time at which any late penalty or other increased amount shall be incurred. If Tenant fails to timely make such payments, Landlord may make such payments and shall be immediately reimbursed by Tenant, which payments shall be treated as additional rental even though the Lease may have expired and shall be payable to Landlord on demand.

**XIV. PAYMENT OF UTILITIES.** Tenant shall contract for and pay all charges



for sewage, water, gas, electricity and other public utilities used on the Premises, including replacement of all light bulbs, tubes, and starters. Landlord may pay any delinquent bills incurred by Tenant during the Lease term which bills may create a lien on the Premises and shall upon demand be immediately reimbursed by Tenant. Such payments shall be treated as additional rental even though the Lease may have expired and shall be payable to Landlord on demand.

**XV. CONDEMNATION.** In the event that fifty percent (50%) or more of the Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Landlord determines that the remaining portion of the Premises does not constitute an economical, feasible operating unit, Landlord, by giving written notice to Tenant fifteen (15) days after the date of such taking or condemnation, may terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice and Landlord shall refund any unearned rent paid in advance by Tenant. If the Lease is not terminated, Landlord shall receive the entire award in the condemnation proceeding, except for a reasonable amount to Tenant for Tenant's improvements, and the Lease shall continue in force as to any remaining portion of the Premises, and in such event the monthly rental thereafter payable by Tenant hereunder shall be adjusted and prorated in the taking or condemnation.

**XVI. DAMAGE OR DESTRUCTION.** In the event that fifty percent (50%) or more of the Premises shall be damaged or destroyed by fire or other casualty, Landlord shall at its sole discretion either (a) promptly commence the repair of all such damage and restore the Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and any other causes beyond Landlord's control, provided, however, that if any such damage or destruction is caused by or arises out of the negligence or willful misconduct of any actions or inaction of Tenant, its employees, agents, licensees and invitees, Tenant shall bear the cost of all such repair and restoration which shall be treated as additional rent even though the Lease may have expired and shall be payable to Landlord on demand or (b) within thirty (30) days after the occurrence of such damage or destruction, give written notice to Tenant that the Lease shall be immediately terminated and

any unearned rent paid in advance shall be refunded to Tenant.

**XVII. RIGHT OF ENTRY BY LANDLORD.** Tenant at any time during this Lease term shall permit inspection of the Premises by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the Premises.

**XVIII. SUBORDINATION OF LEASE.** Tenant's rights under this Lease shall be subordinate to any bona fide mortgage or deed to secure debt, which is now or may hereafter be placed upon the Premises by Landlord. Tenant agrees to execute such estoppel certificate, subordination agreements and other documents as may be requested by Landlord or any mortgage.

**XIX. ASSIGNMENT AND SUBLETTING.** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of Premises shall be sublet by Tenant without the prior written consent of Landlord, provided, however, Tenant herein has the express consent of Landlord to sublease all or part of the Premises, except for that reserved unto Landlord, to the City of Whiteville. Landlord may assign its rights under this Lease any may sell or otherwise transfer all or any portion of the Premises. Tenant agrees to attorn to recognize any such assignee as Landlord under this Lease.

**XX. INJURIES AND PROPERTY DAMAGE.** Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, demands, losses, actions, damages, cost and liabilities, including attorneys' fees, of any kind or nature whatsoever arising from or out of or in connection with Tenant's use of the Premises, including without limitation, all renovations made to the Premises, during the term hereof, and Tenant hereby waives all claims, demands, losses, actions, damages, cost and liabilities, including attorneys' fees, against Landlord for damages to goods, wares or merchandise or for injury to persons in and upon the Premises for any cause whatsoever, except such as might result from the grossly negligent and willful act of Landlord.

**XXI. LIENS.** Tenant will not permit to be created nor to remain undischarged any lien, encumbrance, or charge (arising out of any work of any contractor, mechanic, laborer

or material man or any mortgage, conditional sale, or security agreement) which might be or become a lien or encumbrance or charge upon the Premises or any part thereof or the income therefrom, and Tenant will not suffer any other matter or thing whereby the estate, right and interest of Landlord in the Premises or any part thereof might be impaired. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against the Premises or any part thereof, within ten (10) days after notice of the filing thereof shall cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien or notice of lien to be discharged within the ten (10) day period, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of judgment in favor of the lienor with interest, cost, attorneys' fees and allowances. Any amount so paid by Landlord and all costs and expenses including attorneys' fees incurred by Landlord in connection therewith, together with interest thereon from the respective dates of Landlord's making of the payment or incurring of the cost and expense, shall constitute additional rent payable by Tenant under this Lease even though this Lease may have expired and shall be paid by Tenant to Landlord on demand.

**XXII. HAZARDOUS WASTES.** Tenant agrees that it shall forever indemnify, defend and hold harmless Landlord from and against any claims, fines, loss, suits, procedures, actions, damage or liabilities incurred or arising in connection with the disposal, storage, use, presence, location, manufacturing, spill or discharge on the Premises by Tenant of any substance classified as a hazardous substance under any federal, state, or local law, rule, regulation, ordinance or kind arising out of Tenant's failure to provide all information, make all submissions and take all steps required by all regulatory authorities pursuant to any federal, state, or local law, rule, regulation, ordinance or case now or hereafter existing. This section shall survive the termination of this Lease.

**XXIII. LAWS, RULES AND REGULATIONS.** Tenant, for itself, its agents and employees, agrees to comply with all federal, state, and local laws, rules, and regulations governing the Premises, Tenant's use of the Premises and the conduct of Tenant's business and with all such rules and regulations which Landlord may hereinafter from time to time promulgate for the care and protection of the Premises and the safety, comfort, and welfare of its occupants. Landlord shall not be liable for the failure of any other person to comply with such rules and regulations, and Tenant shall indemnify Landlord as provided above for any such failure.

**XXIV. DEFAULT AND REMEDIES.** If Tenant shall (I) fail to pay any rental due hereunder, (II) fail to make any of the renovations as required hereunder, (III) fail to maintain and keep the Premises in good repair, (IV) fail to keep the Premises free and clear of garbage and waste, (V) fail to abide by any of the terms, conditions or covenants of this Lease, (VI) become bankrupt, insolvent, or file any debtor proceedings, (VII) file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Tenant (VIII) make an assignment for the benefit of creditors, or (IX) abandon the Premises, then the Tenant shall be in default under this Lease and such act shall constitute an event of default under this Lease. In such event, Landlord, at its sole option, may terminate this Lease, and Tenant shall vacate the Premises within ten (10) days of notice of such termination. Failure to vacate within ten (10) days shall entitle Landlord thereafter to default rent of five hundred dollars (\$500.00) per day in addition to any other rental due hereunder until Tenant shall vacate the Premises. In the event of default, Landlord shall be entitled to recover direct and consequential damages and to recover all costs of termination and eviction, including attorneys' fees. In addition to the foregoing, Landlord shall have all other rights and remedies available at law in equity.

**XXV. HOLDOVER.** Should Tenant remain in possession of the Premises or any part thereof after the expiration of the term of this Lease, such holding over shall, unless otherwise agreed in writing, constitute a month-to-month tenancy only, and Tenant shall pay the monthly rental as is provided in this Lease.

**XXVI. QUIET ENJOYMENT.** If and so long as Tenant pays the rent required by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Premises throughout the term of this lease.

**XXVII. RIGHT OF SUCCESSORS AND ASSIGNS.** The covenant and agreements contained in the within Lease shall apply to, inure to the benefit of and be binding upon the parties hereto, their heirs, distributees, executors, administrators, legal representatives, assigns and upon their respective successors in interest, except as expressly otherwise hereinbefore provided.

**XXVIII. CONSTRUCTION OF LEASE.** Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

**XXIX. PARAGRAPH HEADINGS.** The paragraph heading as to the contents of particular paragraphs herein are inserted only for the convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

**XXX. NOTICES.** It is agreed that the legal address of the parties for all notices required or permitted to be given hereunder, or for all purposes of billing, process, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient if given by a communication in writing by United States mail, Postage prepaid and certified, and addressed as follows:

**To the Landlord at the following Address:**

The Carolina Southern Railroad  
171 Highway 905  
Conway, South Carolina 29526

**To the Tenant at the following address:**

The County of Columbus  
111 Washington Street  
Whiteville, NC 28472

**XXXI. SEVERABLE.** In the event that any term, covenant or provision of this Lease should become illegal, invalid or unenforceable, that term, covenant or provision shall be severed and removed herefrom and this Lease shall be construed as if such term, covenant or provision had never been herein.

**XXXII. ENTIRE AGREEMENT MODIFICATION.** This Lease constitutes the entire agreement of the parties as to the subject hereof. This Lease may be modified only by a written agreement signed by the parties hereto.

**XXXIII. GOVERNING LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

**IN WITNESS WHEREOF,** the parties hereto have executed and delivered this Lease the day and year first above written.

**LANDLORD:**

**THE CAROLINA SOUTHERN RAILROAD COMPANY,** a division of the Baltimore and Annapolis Railroad Company.

BY: \_\_\_\_\_  
KENNETH PIPPIN, President

**ATTEST:**

\_\_\_\_\_

**TENANT:**

**COUNTY OF COLUMBUS**

**ATTESTED BY:**

\_\_\_\_\_  
IDA L. SMITH, Clerk to Board

BY: \_\_\_\_\_  
C.E. WILSON, Chairman  
Board of Columbus County Commissioners

**STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS**

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before this day and acknowledged that he/she is \_\_\_\_\_ Secretary of \_\_\_\_\_ a Maryland corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal and attested by \_\_\_\_\_ as its \_\_\_\_\_ Secretary.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_.

**STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS**

This \_\_\_\_\_ day of \_\_\_\_\_, 1999, personally came before me, \_\_\_\_\_, a Notary Public of Columbus County, **IDA L. SMITH**, who being by me duly sworn, says that she knows the official seal of the Board of Commissioners of Columbus County, and is acquainted with **C.E. WILSON**, who is Chairman of the said Board of Commissioners of Columbus County, and that she, the said **IDA L. SMITH**, is the Clerk of the said Board of Commissioners of Columbus County, and saw the Chairman sign the foregoing instrument, and saw the said official seal of said Board of Commissioners of Columbus County affixed to the said instrument in the presence of said Chairman of said Board of Commissioners of Columbus County, all by order of said Board.

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
(SEAL)  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_.

**COUNTY PROPERTY - DECLARE SURPLUS AND ADVERTISE FOR PUBLIC**

**AUCTION**

A motion was made by Commissioner Norris, seconded by Commissioner Gray and passed unanimously to direct James E. Hill, Jr., County Attorney, to set up the parameters of public property disposal as prescribed by the North Carolina General Statutes for declaring public property. The Resolution is as follows:

**RESOLUTION BY THE COLUMBUS COUNTY COMMISSIONERS**

**FOR PUBLIC AUCTION SALE OF REAL ESTATE**

The Columbus County Board of Commissioners at their regular meeting on the 15th day of March 1999 adopted the following Resolution.

**WITNESSETH:**

**WHEREAS**, that Columbus County has determined that the real estate formerly occupied by the Columbus County Board of Elections is surplus land; and

**WHEREAS**, the County of Columbus will be served better by the sale of the

said land and investing the said money with the other county funds; and

**WHEREAS,** the Board of Commissioners of Columbus County has determined that the said land should be sold at public auction after due advertisement pursuant to Chapter 160A, Article 19 of the North Carolina General Statutes.

**NOW, THEREFORE, BE IT RESOLVED,** that Columbus County will sell the land previously used by the Columbus County Board of Elections which it owns on the north side of N.C. Highway 130, between Whiteville and Chadbourn and lying east of the H.G. Walters, Sr. estate and on the west side of the City of Whiteville, containing less than one (1) acre.

**BE IT ALSO RESOLVED,** that the property will be sold at a public auction by the attorney for Columbus County on a date and at a time to be arranged by him, after due advertisement as required by law. The term of the said sale is for cash only.

**BE IT ALSO RESOLVED,** that the highest bid which is received at the date of the sale will be reported to the Board of County Commissioners at their next regular meeting for their approval. This report to the Board of Commissioners will take place within thirty (30) days of the sale date as required by statute. The highest bidder at the sale will be required to make a deposit in the sum of five hundred dollars (\$500.00) or five percent (5%) of the bid, whichever is greater. No bid is deemed acceptable until approved by the Columbus County Board of Commissioners and the Columbus County Board of Commissioners reserves the right to reject any and all bids.

This Resolution was made by the Honorable Lonnie Lynwood Norris and was seconded by the Honorable Albert Dial Gray, III and passed unanimously.

This the 15th day of March 1999.

ATTESTED BY:

/s/ C.E. Wilson, Chairman  
Columbus County Board of Commissioners


/s/ Ida L. Smith, Clerk to Board

**ADJOURNMENT**

At 9:20 P.M., a motion was made by Commissioner Dutton, seconded by Commissioner Norris and passed unanimously to adjourn the Board Meeting.

**APPROVED:**

  
Ida L. Smith, Clerk to Board

  
C.E. Wilson, Chairman