

COLUMBUS COUNTY
BOARD OF COMMISSIONERS

MINUTES

The Honorable Board of Columbus County Commissioners met in their said office at 112 West Smith Street, Whiteville, NC at 7:30 P.M., March 20, 2000 to hold their regularly scheduled Board Meeting, it being the third Monday.

BOARD MEMBERS PRESENT:

Lynwood Norris, Chairman

Spruell Randolph Britt, Vice Chairman

David L. Dutton, Jr.

A. Dial Gray, III

Sammie Jacobs

Amon E. McKenzie

C.E. Wilson

John Alan High, Attorney
(Represented Hill & High Attorneys)

Dempsey B. Herring
County Administrator

Ida L. Smith, Clerk to Board

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

BOARD MINUTES APPROVAL

A motion was made by Commissioner McKenzie, seconded by Commissioner Jacobs and passed unanimously to approve the Board Minutes for February 20, 2000, as recorded.

CONSENT AGENDA ITEMS

A motion was made by Commissioner Dutton, seconded by Commissioner McKenzie and passed unanimously to approve the Consent Agenda Items.

Refunds:

Request a refund in the name of Edward B & Detra Harrelson, 304 Dallas Ave., Lake Waccamaw, N.C. 28450. Paid taxes on boat that was destroyed in 1997. Amount \$35.96, Includes \$.96 interest, Value \$4,450, Year 1999, Account #01-37443.

Request a refund for the user fee in the name of Patricia Ann Jackson, 402 S. Smith St., Chadbourn N.C. 28431. Property inside city limits. Amount \$40.00, Value \$N/A, Year 1998, Account #13-21278.

Request a refund for the user fee in the name of Patricia Ann Jackson, 402 W. Smith St., Chadbourn, N.C. 28431. Property inside the city. Amount \$40.00, Value \$N/A, Year 1999, Account #13-21278.

Request a refund in the name of Elizabeth McDuffie, 108 Batten Lane, Chadbourn, N.C. 28431. Paid on mobile home that is double listed in the name of Luther McDuffie. Amount \$85.00 (includes \$1.87 interest), Value \$11,788, Year 1999, Account #13-02429.

Request a refund in the name of Luther McDuffie (Heirs) c/o Elizabeth McDuffie 108 Batten Lane, Chadbourn, N.C. 28431. Failed to receive senior citizens exemption. Amount \$75.00, Value \$N/A, Year 1999, Account #13-25660.

Request a refund in the name of Eunice Nobles, 348 Hallsboro Road, N., Hallsboro, N.C. 28442. Home double listed in the name of Jeff Nobles. Amount \$176.31, Value \$23,353, Year 1999, Account #11-18560.

Releases:

Release the August discount of 2% in the name of Sylvia E. Bullock not absorbed by computer. Amount \$5.42, Value \$N/A, Year 1999, Account #13-05700.

Release the August discount of 2% in the name of H.M. & Gladys Hinson, not absorbed by computer. Amount \$11.02, Value \$N/A, Year 1999, Account #09-14180.

Release the August discount of 2% in the name of William David Jacobs, not absorbed by computer. Amount \$8.00, Value \$N/A, Year 1999, Account #04-08840.

Release the August discount of 2% in the name of Jack D. Strickland, not absorbed by computer. Amount \$25.12, Value \$N/A, Year 1999, Account #16-14580.

Release the August discount of 2% in the name of Phillip & Jeannette Strickland, not absorbed by computer. Amount \$3.87, Value \$N/A, Year 1999, Account #07-17260.

Release the property value in the name of Emma Myers Davis. Failed to receive senior citizens exemption. Amount \$85.69, Value \$3,360, Year 1999, Account #13-09803.

Release the property value in the name of William & Johnnie Huggins. Failed to receive full senior citizens exemption. Amount \$105.00, Value \$N/A, Year 1999, Account #12-12577.

Release the property value in the name of Esther Long. Failed to receive senior citizens exemption. Amount \$135.78, Value \$4,680, Year 1999, Account #01-54147.

Release a portion of the property value in the name of Luther McDuffie Heirs. Failed to receive full senior citizens exemption. Amount \$32.95, Value \$1,000, Year 1999, Account #13-25660.

Release the property value in the name of Gladys Mullins. Failed to receive senior citizens exemption. Amount \$176.48, Value \$10,130, Year 1999, Account #04-12213.

Release the balance of property value in the name of Clementine Spradley. Failed to receive full senior citizens exemption. Amount \$104.42, Value \$13,300, Year 1999, Account #01-59448.

Release the user fee in the name of Frances P. Bostic. House is vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #11-11507.

Release the user fee in the name of Brenda Maxine Brown. House vacant and trash can picked up. Amount \$100.00, Value \$N/A, Year 1998, Account #01-09149.

Release the user fee in the name of W.O. Burns (Heirs). House vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #15-07980.

Release the user fee in the name of V.R. Burroughs, Jr. House used for storage. Amount \$60.00, Value \$N/A, Year 1999, Account #06-03820.

Release a portion of the user fee in the name of Deloris Smith Chestnut. Property inside the city limits. Amount \$40.00, Value \$N/A, Year 1997, Account #13-04793.

Release a portion of the user fee in the name of Deloris Smith Chestnut. House inside the city limits. Amount \$40.00, Value \$N/A, Year 1998, Account #13-04793.

Release a portion of the user fee in the name of Deloris Smith Chestnut. House inside the city limits. Amount \$40.00, Value \$N/A, Year 1999, Account #13-04793.

Release the user fee in the name of Cypress Group, Inc. Building is vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #03-05321.

Release the user fee in the name of Crystal Fairfax. Did not have a trash can in 1999. Amount \$100.00, Value \$N/A, Year 1999, Account #15-01149.

Release the user fee in the name of Jones Street Baptist. No trash can here. Amount \$60.00, Value \$N/A, Year 1999, Account #18-00402.

Release the user fee in the name of Francine & Ethel Faulkner Jones. House is vacant. Amount \$60.00, Value \$N/A, Year 1999, Account #10-00435.

Release the user fee in the name of Robert Scott Lashley. Old store is vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #13-20010.

Release the user fee in the name of Glen & Angela Little. Fee double listed in the name of Angela Little. Amount \$100.00, Value \$N/A, Year 1999, Account #15-01301.

Release a portion of the user fee in the name of Charles R. McCormick. Traded in large dumpster for small trash cart. Amount \$50.00, Value \$N/A, Year 1999, Account #13-25280.

Release the user fee in the name of Ardell McCullough. Mobile home used for storage. Amount \$100.00, Value \$N/A, Year 1999, Account #14-09582.

Release one of the user fees in the name of Mary N. McLean. Ms. McLean only has one mobile home. Amount \$100.00, Value \$N/A, Year 1999, Account #01-56795.

Release the user fee in the name of Magnolia Baptist Church. No trash can here. Amount \$100.00, Value \$N/A, Year 1999, Account #18-00128.

Release the user fee in the name of J. D. & Dorothy L. Nealey. Old cabin unlivable. Amount \$100.00, Value \$N/A, Year 1999, Account #07-12320.

Release both user fees in the name of Gene Allen Nobles. Duplex damaged by storm. Amount \$120.00, Value \$N/A, Year 1999, Account #13-29824.

Release the user fee in the name of Jettie P. Norris. House vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #06-27860.

Release one of the user fees in the name of George E. Smith. Old house vacant. Amount \$60.00, Value \$N/A, Year 1996, Account #01-85040.

Release one of the user fees in the name of George E. Smith. Old house vacant. Amount \$100.00, Value \$N/A, Year 1997, Account #01-85040.

Release one of the user fees in the name of George E. Smith. Old house is vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #01-85040.

Release the user fee in the name of Robert Arron Strickland. House is vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #16-15244.

Release the user fee in the name of Neva Brown Stringfield. Store is vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #15-35211.

Release the user fee in the name of Linda Faye Williams. Mobile home is vacant. Amount \$60.00, Value \$N/A, Year 1999, Account #13-44058.

Release the value of a mobile home in the name of Larry & Janice Brown. Home double listed in the name of Collis & Annie Brown. Amount \$151.19, Value \$6280, Year 1999, Account #15-03550.

Release the value of a mobile home in the name of Martha & Janice Brown. Home repossessed in 1995. Amount \$150.53, Value \$6,610, Year 1997, Account #01-04199.

Release the value of a mobile home in the name of Martha & Janice Brown. Home repossessed in 1995. Amount \$150.53, Value \$6,610, Year 1998, Account #01-04199.

Release the value of a mobile home in the name of Martha & Janice Brown. Home repossessed in 1995. Amount \$158.26, Value \$7,620, Year 1999, Account #01-04199.

Release the property value in the name of Howard Wayne Buie. This is a very old cabin that was torn down years ago. Amount \$2.45, Value \$300, Year 1999, Account #15-07310.

Release the value of a mobile home in the name of Carl Loren Camfield. Home double listed in the name of Margie Horst Powell. Amount \$203.69, Value \$13,380, Year 1999, Account #03-00414.

Release the value of a mobile home in the name of Ginny Carroll. Home double listed in the name of Virginia Carroll. Amount \$262.40, Value \$19,050, Year 1998, Account #14-03296.

Release the value of a mobile home in the name of Ginny Carroll. Home double listed in the name of Virginia Carroll. Amount \$233.79, Value \$17,500, Year 1999, Account #14-03296.

Release the value of a boat in the name of Barbara Cartret. Sold several years ago. Amount \$90.53, Value \$10,900, Year 1999, Account #09-01136.

Release a portion of the property value in the name of Wilbur Harlyn Chestnut. Billed with incorrect value and the house is vacant. Amount \$154.52, Value \$13,500, Year 1999, Account #06-05160.

Release the value of a mobile home in the name of Derrol & Ruth Clarke. Home junked in 1998. Amount \$140.74, Value \$5,330, Year 1999, Account #12-03836.

Release the value of a mobile home in the name of Gary Coleman. Home was repossessed in 1998. Amount \$159.40, Value \$7,770, Year 1999, Account #11-06255.

Release a portion of the boat value in the name of Emmett Robert (Jr.) & Richard Crutchfield. Value of boat too high. Amount \$17.03, Value \$2,450, Year 1999, Account #13-09667.

Release the value of a mobile home in the name of Wilson Grant & Lisa Rose Dudley. Home double listed in the name of Rose Dudley. Amount \$202.21, Value \$11,990, Year 1999, Account #01-21469.

Release a portion of the boat value in the name of Ernest E. Faircloth. Boat value too high. Amount \$22.55, Value \$2,949, Year 1999, Account #01-02838.

Release the value of a single wide mobile home in the name of Walter Farmer, Jr. Home was traded for a double wide and listed. Amount \$114.15, Value \$1,850, Year 1999, Account #15-13461.

Release the value of a mobile home in the name of Lisa Fisher. Home double listed in the name of Rodney Wilkerson. Amount \$299.46, Value \$26,090, Year 1999, Account #12-01718.

Release a portion of the property value in the name of William Page Floyd. Property value incorrect. Amount \$12.02, Value \$1,730, Year 1999, Account #10-05658.

Release a portion of the boat value in the name of Dorinda P. Fields. Value too high. Amount \$60.98, Value \$7,977, Year 1999, Account #12-05701.

Release the value of a single wide mobile home in the name of Malton Gore. Home traded for double wide and listed. Amount \$219.03, Value \$15,570, Year 1998, Account #01-33507.

Release the value of a single wide mobile home in the name of Malton Gore. Home traded for double wide and listed. Amount \$210.09, Value \$14,400, Year 1999, Account #01-33507.

Release the value of a home in the name of Mitchell Heath Gore. Home repossessed in 1998. Amount \$452.90, Value \$43,300, Year 1999, Account #15-15883.

Release the value of a mobile home in the name of Robert D. Gore. Home double listed in the name of Robert E. Gore. Amount \$15.37, Value \$2,010, Year 1999, Account #09-05730.

Release the value of a boat in the name of Larry Dale Hammonds. Did not own boat 1-1-99. Amount \$128.73, Value \$15,500, Year 1999, Account #13-17285.

Release the value of a mobile home in the name of Reva Gay Harrelson. Home double listed in the name of Samuel Jacobs. Amount \$237.49, Value \$17,480, Year 1999, Account #01-37658.

Release the value of a single wide mobile home in the name of Debra Nixon Jackson. Home traded for double wide and listed. Amount \$108.64, Value \$6,580, Year 1999, Account #13-29250.

Release the value of a boat in the name of Charles (Jr.) & Cynthia G. Jacobs. Boat was sold in 1998. Amount \$46.62, Value \$5,200, Year 1999, Account #15-19642.

Release the property value in the name of Hester R. Jordan (Heirs). Property double listed in the name of Millie E. Jordan. Amount \$40.77, Value \$5,400, Year 1999, Account #04-09482.

Release the value of a boat in the name of John O. & Irene M. Livingston. Boat sold two years ago to someone in S.C.. Amount \$220.81, Value \$26,588, Year 1999,

Account #09-16756.

Release the value of a mobile home in the name of Carlton Long. Home repossessed October, 1998. Amount \$191.10, Value \$10,970, Year 1999, Account #03-13424.

Release the value of a boat in the name of Jimmy D. Long. Boat listed in Brunswick County. Amount \$27.52, Value \$3,600, Year 1999, Account #07-03546.

Release the value of a mobile home in the name of Odom & Earnestine Long. Home was destroyed by hurricane. Amount \$107.65, Value \$1,000, Year 1999, Account #06-04308.

Release a portion of the property value in the name of Charles H. Lytle (Heirs). Property double listed to Columbus County. Amount \$447.53, Value \$60,416, Year 1999, Account #01-54700.

Release the value of a mobile home in the name of Angela McClain. Home double listed in the name of Joseph Register, III. Amount \$227.84, Value \$21,340, Year 1999, Account #01-02021.

Release the value of a mobile home in the name of Elizabeth McDuffie. Home double listed in the name of Luther McDuffie. Amount \$30.09, Value \$1,730, Year 1999, Account #13-02429.

Release the value of an airplane in the name R. Duncan McFadyen. Airplane listed in New Hanover County. Amount \$198.77, Value \$26,000, Year 1999, Account #07-11525.

Release the value of a boat in the name of Charles Patrick & Margie N. Matthews. Boat was sold prior to 1-1-99. Amount \$50.07, Value \$6,550, Year 1999, Account #08-12145.

Release the value of a mobile home in the name of Patricia Mills. Home double listed in the name of Richard Mills. Amount \$239.05, Value \$19,129, Year 1996, Account #01-62422.

Release the value of a mobile home in the name of Patricia Mills. Home double listed in the name of Richard Mills. Amount \$244.34, Value \$18,880, Year 1997,

Account #01-62422.

Release the value of a mobile home in the name of Patricia Mills. Home double listed in the name of Richard Mills. Amount \$235.60, Value \$17,240, Year 1998, Account #01-62422.

Release the value of a mobile home in the name of Patricia Mills. Home double listed in the name of Richard Mills. Amount \$225.29, Value \$15,930, Year 1999, Account #01-62422.

Release the value of a boat in the name of Kathy Geoghagan Moskow. Boat sold years ago. Amount \$23.01, Value \$2,925, Year 1999, Account #01-63852.

Release the value of a double wide in the name of Eunice Nobles. Home double listed in the name of Jeff Nobles. Amount \$35.49, Value \$4,700, Year 1999, Account #11-18560.

Release the property value in the name of Furnie Glenn Nobles, Sr. Property double listed in the same name with a different account number. Amount \$129.29, Value \$16,900, Year 1999, Account #13-29760.

Release a portion of the boat value in the name of Patty C. Parks. Boat value too high. Amount \$16.96, Value \$1,550, Year 1999, Account #15-29120.

Release the property value in the name of Otis Patrick. Property double listed to NC Indian Housing Authority. Amount \$346.13, Value \$32,600, Year 1999, Account #04-02811.

Release the value of a single wide mobile home in the name of Dial Perkins, Jr. Home traded for double wide and listed. Amount \$210.86, Value \$14,500, Year 1999, Account #01-67271.

Release the value of a mobile home in the name of William & Shelia Reed. Home double listed in the name of David & Doris Corbett. Amount \$183.38, Value \$10,040, Year 1999, Account #09-24652.

Release the value of a mobile home in the name of Thomas Devon Rhodes. Home double listed in the name of Nathaniel Best. Amount \$179.44, Value \$12,760, Year 1996, Account #01-76592.

Release the value of a mobile home in the name of Thomas Devon Rhodes. Home double listed in the name of Nathaniel Best. Amount \$195.63, Value \$12,509, Year 1997, Account #01-76592.

Release the value of a mobile home in the name of Thomas Devon Rhodes. Home double listed in the name of Nathaniel Best. Amount \$189.22, Value \$11,670, Year 1998, Account #01-76592.

Release the value of a mobile home in the name of Thomas Devon Rhodes. Home double listed in the name of Nathaniel Best. Amount \$183.86, Value \$10,970, Year 1999, Account #01-76592.

Release the value of a home in the name of Harry Robinson (Heirs). Home double listed in the name of Betty J. Taylor. Amount \$105.82, Value \$14,800, Year 1997, Account #01-76860.

Release the value of a home in the name of Harry Robinson (Heirs) Home double listed in the name of Betty J. Taylor. Amount \$105.82, Value \$14,800, Year 1998, Account #01-76860.

Release the value of a home in the name of Harry Robinson (Heirs) Home double listed in the name of Betty J. Taylor. Amount \$105.82, Value \$14,800, Year 1999, Account #01-76860.

Release the value of a mobile home in the name of Scott Robinson. Home double listed in the name of J.W. Robinson. Amount \$154.66, Value \$8,588, Year 1999, Account #13-04709.

Release the value of a cabin in the name of Floyd E. Russell. Old cabin torn down years ago. Amount \$4.17, Value \$600, Year 1998, Account #15-32400.

Release the value of a cabin in the name of Floyd E. Russell. Old cabin torn down years ago. Amount \$4.17, Value \$600, Year 1999, Account #15-32400.

Release the value of a boat in the name of Steven Theadore Rutherford. Boat destroyed prior to 1-1-99. Amount \$16.06, Value \$2,101, Year 1999, Account #13-01160.

Release the value of a mobile home in the name of Jerry & Angela Sarvis. Home double listed in the name of Dewayne & Angela Sarvis. Amount \$296.91, Value

\$23,709, Year 1998, Account #09-25371.

Release the value of a mobile home in the name of Jerry & Angela Sarvis. Home double listed in the name of Dewayne & Angela Sarvis. Amount \$264.44, Value \$21,780, Year 1999, Account #09-25371.

Release the value of a double wide in the name of Alford Lee Smith. Home traded for new double wide. Amount \$328.01, Value \$30,200, Year 1998, Account #09-27044.

Release the value of a double wide in the name of Alford Lee Smith. Home traded for new double wide. Amount \$328.01, Value \$30,200, Year 1999, Account #09-27044.

Release the property value in the name of Mary C. & James R. Spaulding. Property double listed in the name of Eddie & Lovenia Mitchell. Amount \$62.67, Value \$8,300, Year 1999, Account #08-17662.

Release the value of a mobile home in the name of Michelle Spivey. Michelle has never owned a mobile home. Amount \$153.17, Value \$6,080, Year 1997, Account #06-35401.

Release the value of a mobile home in the name of Michelle Spivey. Michelle has never owned a mobile home. Amount \$150.63, Value \$5,790, Year 1998, Account #06-35401.

Release the value of a mobile home in the name of Michelle Spivey. Michelle has never owned a mobile home. Amount \$148.71, Value \$5,570, Year 1999, Account #06-35401.

Release the value of a double wide in the name of Jeffery L. & Elaine C. Stealer. Home repossessed in 1998. Amount \$427.54, Value \$41,200, Year 1999, Account #14-16423.

Release the value of a boat in the name of Henry Tilman Stevens. Boat not in Columbus county. Amount \$80.28, Value \$10,500, Year 1999, Account #01-01713.

Release the value of a double wide in the name of Eddie Thomas. Home double listed in the name of Eddie Jr. & Linda Thomas. Amount \$181.70, Value \$15,919,

Year 1999, Account #06-02045.

Release the value of a boat in the name of Lacy R. (Jr.) & Maria Thompson.

Boat was sold years ago. Amount \$31.06, Value \$3950, Year 1999, Account #01-94135.

Release the value of a mobile home in the name of Willie H. Thompson.

House burned November, 1998. Amount \$265.64, Value \$21,100, Year 1999, Account #01-95080.

Release a portion of the boat value in the name of Dale & Rhonda Ward. Boat

value too high. Amount \$37.17, Value \$4,250, Year 1999, Account #06-40750.

Release the value of a boat in the name of Harold Ward. Boat sold years ago.

Amount \$24.92, Value \$3,000, Year 1999, Account #11-29000.

Release the value of a boat in the name of Mildred Hastings Ward. Boat in

Mecklenburg Co. Amount \$42.43, Value \$5,550, Year 1999, Account #02-04213.

Release the value of a mobile home in the name of Randy Williamson. Home

double listed in the name of James Randall Williamson. Amount \$184.49, Value \$10,040, Year 1999, Account #12-31601.

Release the property value in the name of Richard L. Worley (ETAL) All lots

combined with subdivision. Amount \$26.24, Value \$3,300, Year 1998, Account #06-44289.

Release the property value in the name of Richard L. Worley (ETAL) All lots

combined with subdivision. Amount \$26.24, Value \$3,300, Year 1999, Account #06-44289.

Release the value of a mobile home in the name of Sharon Worley. Home

burned in 1995. Amount \$141.91, Value \$8,729, Year 1996, Account #02-09161.

Release the value of a mobile home in the name of Sharon Worley. Home

burned in 1995. Amount \$164.83, Value \$8,481, Year 1997, Account #02-09161.

Release the value of a mobile home in the name of Sharon Worley. Home

burned in 1995. Amount \$161.85, Value \$8,091, Year 1998, Account #02-09161.

Release the value of a mobile home in the name of Sharon Worley. Home

burned in 1995. Amount \$159.40, Value \$7,770, Year 1999, Account #02-09161.

Release the value of a boat in the name of Shelby Worley. Boat sold prior to

1-1-99. Amount \$44.51, Value \$5,289, Year 1999, Account #13-45540.

Release the value of a mobile home in the name of Connie Worrell. Home double listed in the name of Linda Worrell. Amount \$140.67, Value \$4,770, Year 1998, Account #11-30601.

Release the value of a mobile home in the name of Connie Worrell. Home double listed in the name of Linda Worrell. Amount \$134.94, Value \$4,570, Year 1999, Account #11-30601.

Release the value of a mobile home in the name of William Yandle. Home repossessed in 1997. Amount \$321.93, Value \$25,700, Year 1998, Account #02-09683.

Release the value of a mobile home in the name of William Yandle. Home repossessed in 1997. Amount \$303.87, Value \$23,610, Year 1999, Account #02-09683.

Refunds:

Request a refund in the name of Keith & Shelia Jacobs, 5915 Old Lake Rd., Bolton, N.C. 28423. Paid on boat that is listed and paid in Bladen County. Amount \$27.31, Value \$3,200, Year 1999, Account #08-14577.

Request a refund in the name of Clarence & Deborah Mitchell, 7230 Old Lake Road, Bolton, N.C. 28423. Paid on mobile home that is double listed in the name of Lori Stokley. Amount \$108.31, Value \$1,000, Year 1999, Account #04-11603.

Request a refund in the name of Timothy Thomas & Teresa Register, 919 Crusoe Island Rd., Whiteville, N.C. 28472. Paid user fee on vacant land. Amount \$100.00, Value \$N/A, Year 1999, Account #03-19560.

Request a refund in the name of Timothy T. Register, 919 Crusoe Island Rd., Whiteville, N.C. 28472. Paid user fee on vacant land. Amount \$100.00, Value \$N/A, Year 1999, Account #03-19564.

Request a refund in the name of Thurman Williams, 214 Jackson St., Chadbourn, N.C. 28431. Paid county price for user fee. Property inside city limits. Amount \$40.00, Value \$N/A, Year 1997, Account #13-44211.

Request a refund in the name of Thurman Williams, 214 Jackson St., Chadbourn, N.C. 28431. Paid county rate for user fee. Property inside city limits. Amount \$40.00, Value \$N/A, Year 1998, Account #13-44211.

**APPOINTMENT - HOME AND COMMUNITY CARE BLOCK GRANT FOR
AGING SERVICES ADVISORY COUNCIL**

Commissioner Sammie Jacobs appointed Richard Wilson to serve on the Home and Community Care Block Grant for the Aging Services Advisory Council for the unexpired term of Juanita Corbin, deceased, expiring 6-30-2001, to represent District III.

APPOINTMENTS - AGING ADVISORY COUNCIL

Appointments were made to the Aging Advisory Council by the Board of Commissioners to represent their respective Districts as follows:

District V: Commissioner Norris appointed Elbert Long to serve the unexpired term of Evelyn Johnson, expiring 6-30-2001.

District VI: Commissioner Britt appointed Shirley Butler to serve the unexpired term of Sadie Hinson, expiring 6-30-2001; and
Myra (Kip) Godwin to serve the unexpired term of Mona Kahl, expiring 6-30-2000.

District I: Commissioner McKenzie reappointed Leona Martin to serve a three (3) year term, expiring 6-30-2003.

District II: Commissioner Wilson reappointed Barbara Sasser to serve a three (3) year term, expiring 6-30-2003; and
Betty Thompson to serve a three (3) year term, expiring 6-30-2003.

District III: Commissioner Jacobs reappointed Ray Wyche to serve a three (3) year term, expiring 6-30-2003; and
Mary Graham to serve a three (3) year term, expiring 6-30-2003.

District IV: Commissioner Gray reappointed T. Ben Douglas to serve a three (3) term, expiring 6-30-2003.

District V: Commissioner Norris reappointed Dr. John C. Williams to serve a three (3) year term, expiring 6-30-2003.

District VI: Commissioner Britt appointed Myra (Kip) Godwin to serve a three (3) year term, expiring 6-30-2003.

District VII: Commissioner Dutton reappointed Willie Burns to serve a three (3)

year term, expiring 6-30-2003.

PROJECT AGREEMENT - SOIL AND WATER CONSERVATION

A motion was made by Commissioner Wilson, seconded by Commissioner Britt and passed unanimously to approve the Emergency Watershed Protection Program between USDA and Columbus County as follows contingent upon the State of North Carolina providing the **25 percent** cost share:

STATE: North Carolina
COUNTY: Columbus
PROJECT: Emergency Watershed Protection

UNITED STATES DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2000, by and between *Columbus County Board of Commissioners*, hereinafter referred to as the **Sponsors**; and the *Natural Resources Conservation Service*, 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 Sponsors in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards and damages created by Hurricane Floyd on September 16, 1999.

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

- A. It is agreed that the work described in Attachment B is to be constructed at an estimated cost of **\$496,810.00**.

See Attachment B for the list of Damage Survey Reports covered by this Project Agreement, for Stream Debris Removal and Disposal, in various waterways within Columbus County, in the Cape Fear, Lumber River and Waccamaw River Watersheds.

B. The Sponsors will:

1. Provide **25 percent** of the cost of the emergency watershed protection measures described in Section A. This cost to the Sponsors is estimated to be **\$124,202.50.**

Note: Donna Register, Soil & Water Conservation Director, advised the Board of Commissioners, the State has agreed to provide the **25 percent** of the Sponsors cost share.

2. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures. Certification will be provided on Form SCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended. (No attorney's opinion is required on EWP work.)
3. 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 emergency watershed protection measures described in Section A.
4. Review and approve plans for constructing the emergency watershed protection measures described in Section A.
5. The following individual is designated to serve as liaison between the Sponsors and NRCS:

Dempsey B. Herring
County Administrator
111 Washington Street
Whiteville, NC 28472
(910) 640-6600

6. Reimburse NRCS its share of the cost for installing the emergency watershed protection measures as hereinafter provided:
 - a. Make payments to NRCS upon receipt of Form SCS-FNM-15 Bill.

Billings will be submitted to the Sponsors on a monthly basis, or as progress payments are made to Contractors.

- b. Payments must be received within 30 calendar days from the date of billing. Payments received after the due date will be considered late payments. For such late payments, interest will accrue on the unpaid amount at a percentage rate based on the current value of funds to the U.S. Treasury for each 30-day period, or portion thereof, that payment is delayed.
 7. Upon acceptance of work from the contractor(s), assume responsibility for operation and maintenance of the completed emergency watershed protection measures.
 8. Comply with the requirements of the Special Provisions which are included in Attachment A to this agreement. If applicable, complete the "Clean Air and Water Certification," included in Attachment A.
- C. NRCS will:
1. Provide **75 percent** of the cost of emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be **\$372,607.50**.
 2. Provide authorized assistance including, but not limited to, obtaining basic information; preparation of contract drawings, designs, and specifications, performance of layout; inspection services; contract administration; and quality assurance during installation of the works of improvement.
 3. Contract for emergency watershed protection measures described in Section A. in accordance with Federal contracting procedures.
 4. Make changes in the work described in Section A. as mutually agreed upon with the Sponsors, and modify the contract(s) accordingly.
 5. Make payment(s) to the Contractor(s) in accordance with contractual requirements.
 6. Submit Form SCS-FNM-15, Bill, to the Sponsors for reimbursement to NRCS of the Sponsor's share of the cost of constructing the emergency watershed

protection measures described in Section A.

7. Arrange for and conduct final inspection of the completed emergency watershed protection measures with the Sponsors to determine whether all work has been performed in accordance with the contractual requirements. Accept work from the Contractor(s) and notify the Sponsors of acceptance.

D. It is **mutually agreed** that:

1. This agreement is effective the day it is fully executed by all parties to the agreement. It may be renegotiated, amended, extended, or modified by written amendment as agreed to by the parties hereto. Amendments become a part of the agreement when signed by the Sponsors and NRCS.
2. The furnishing of financial or other assistance by NRCS is contingent upon the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to so appropriate.
3. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsors 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 Sponsors.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsors 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. In the event of default, additional funds required to ensure completion of the work will be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs collected from the defaulting Contractor or their sureties are to be prorated between the Sponsor and NRCS under the same ratio as construction funds are contributed

under the terms of this agreement.

- 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 handicaps are 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

By: /s/ Lynwood Norris, Chairman

This action authorized at an official meeting on the 20th day of March 2000, at Columbus County, State of North Carolina.
/s/ Ida L. Smith, Clerk to Board

UNITED STATES DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: Asst. State conservationist (Ops)

Date: _____

Attachment A and B of this Project Agreement are on file in the office of the Clerk to the

Board.

SOIL & WATER CONSERVATION - DAMAGE SURVEY REPORT ACCEPTED

Donna Register, Soil and Water Conservation Director, presented the Board with copies of the Damage Survey Report (DSR) from USDA - Natural Resources Conservation Service Emergency Watershed Protection for Waccamaw River at Old Dock and White Marsh at the Whiteville Waste Water Treatment Plant and requested Board's acceptance.

The Board concurred to receive the Damage Survey Report as presented by Ms. Register.

ORDINANCE AND FRANCHISE (CABLE TELEVISION) - APPROVAL TO TIME WARNER ENTERTAINMENT/ADVANCE-NEWHOUSE PARTNERSHIP

A motion was made by Commissioner Britt, seconded by Commissioner Jacobs and passed unanimously to approve an Ordinance and Franchise Agreement granting a Cable Television Franchise to Time Warner Entertainment/Advance-Newhouse Partnership which has been reviewed by James E. Hill, Jr., County Attorney, and contents approved by Mr. Hill.

Commissioner Wilson requested Dempsey B. Herring, County Administrator, renegotiate the franchise to modify the minimum homes of twenty (20) per mile to an average of twenty (20) homes per mile.

The Board concurred with Commissioner Wilson's request.

AN ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE TO TIME WARNER ENTERTAINMENT/ADVANCE-NEWHOUSE PARTNERSHIP

WHEREAS, the County of Columbus is authorized to grant one (1) or more nonexclusive, revocable franchises to construct, reconstruct, upgrade, operate and maintain a Community Antenna Television System (hereinafter "CATV System") within the County pursuant to the laws of the State of North Carolina, including N.C.G.S. §153A-46 and §153A-137, and the Ordinance Regulating Cable Television Systems in Columbus County, North Carolina;

WHEREAS, the County desires the operation of a CATV system for the benefit of the County and all persons located therein;

WHEREAS, the County, after public hearings and due evaluation, has determined that it is in the best interest of the County and its residents to grant a franchise to Franchisee for a five (5) year term;

WHEREAS, the County has negotiated a Franchise Agreement with Time Warner Entertainment/Advance-Newhouse Partnership, said agreement having an effective date of March 20, 2000; and

WHEREAS, the County believes the said Franchise Agreement to be in the best interests of the County of Columbus and its citizens.

NOW, THEREFORE, BE IT ORDAINED by the Columbus County Board of Commissioners that said FRANCHISE AGREEMENT BETWEEN THE COUNTY OF COLUMBUS, NORTH CAROLINA AND TIME WARNER ENTERTAINMENT/ADVANCE-NEWHOUSE PARTNERSHIP OF NORTH CAROLINA having an effective date of March 20, 2000 is incorporated by reference as fully as if set forth herein and the same is hereby enacted into law as an ordinance of the County of Columbus, North Carolina.

ADOPTED this the 20th day of March, 2000.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

- /s/ LYNWOOD NORRIS, Chairman, District V**
- /s/ SPRUELL RANDOLPH BRITT, Vice-Chairman, District VI**
- /s/ AMON McKENZIE, District I**
- /s/ C.E. WILSON, District II**
- /s/ SAMMIE JACOBS, District III**
- /s/ A. DIAL GRAY, III, District IV**
- /s/ DAVID L. DUTTON, JR., District VII**

ATTESTED BY:

/s/ IDA L. SMITH, Clerk to Board

FIRST READING: Yes

**FRANCHISE AGREEMENT
 BETWEEN
 THE COUNTY OF COLUMBUS, NORTH CAROLINA
 AND
 TIME WARNER ENTERTAINMENT/ADVANCE-NEWHOUSE PARTNERSHIP
 March 20, 2000**

THIS AGREEMENT is made and entered into as of this 20th day of March, 2000 (the date of final adoption of the Ordinance granting the franchise), by and between the COUNTY OF COLUMBUS, NORTH CAROLINA, hereinafter referred to as "County," and TIME WARNER ENTERTAINMENT/ADVANCE-NEWHOUSE PARTNERSHIP, headquartered in Stamford, Connecticut, doing business in Columbus County as Time Warner Entertainment/Advance Newhouse Partnership hereinafter referred to as "Franchisee."

THIS AGREEMENT shall be subject to the laws of the State of North Carolina, the rules and regulations of the Federal Communications Commission, and the Communications Act of 1934, as amended, or as superseded by new statutes.

WHEREAS, the County is authorized to grant one (1) or more nonexclusive, revocable franchises to construct, reconstruct, upgrade, operate and maintain a Community Antenna Television System (hereinafter "CATV System") within the County pursuant to the laws of the State of North Carolina, including N.C.G.S. §153A-46 and §153A-137, and the Ordinance Regulating Cable Television Systems in Columbus County, North Carolina;

WHEREAS, the County desires the operation of a CATV system for the benefit of the County and all persons located therein;

WHEREAS, the County, after public hearings and due evaluation, has determined that it is in the best interest of the County and its residents to grant a franchise to Franchisee for a five (5) year term.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

I. GRANT OF FRANCHISE

A. Franchisee is hereby granted for itself and its successors and assigns, subject to the terms and conditions of this Franchise Agreement and the Cable Ordinance, the right, privilege and authority to construct, operate, maintain, upgrade and reconstruct a Community Antenna Television ("CATV") system along the public streets and public rights-of-way within the County. Franchisee shall provide a county-wide CATV system to the residents and institutions of the County in accordance with the Franchise Agreement.

B. The Franchise Agreement is subject to the Ordinance Regulating Cable Television Systems in Columbus County, North Carolina, finally adopted on November 20, 1995 (hereinafter referred to as the "Cable Ordinance"). Nothing in this Franchise Agreement shall be deemed to waive the requirements of the various codes and ordinances of the County regarding permits, fees to be paid in connection therewith or manner of construction.

C. For the purpose of operating and maintaining a CATV system in the County, Franchisee may erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the public roads and public right-of-ways with the County such wires, cables, fibers, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the CATV system in conformance with the County's specifications. Prior to construction, relocation or alteration, however, Franchisee shall file plans with the appropriate County, municipal and State agencies and utility companies in accordance with established permit procedure and receive written approval, where required, before proceeding. Such approval by the County shall not be unreasonably withheld.

II. RIGHT OF COUNTY TO ISSUE FRANCHISE

Franchisee acknowledges and accepts the legal right of the County to issue this franchise.

III. EFFECTIVE DATE OF FRANCHISE, EFFECT UPON EXISTING FRANCHISE

The effective date of the franchise shall be March 20, 2000 and the franchise will be retroactive to that date after approval of the second reading and final adoption of the franchise grant ordinance, which shall incorporate this Franchise Agreement. On the effective date of this Franchise Agreement, any prior franchise and extensions granted to Franchisee shall be superseded and of no further force and effect; provided, however, vested rights relating to billings and the County's rights to accrued franchise fees under any prior franchise granted Franchisee shall not be affected by the taking effect of this Franchise Agreement.

IV. TERM, PERIODIC REVIEW

A. The term of the franchise shall be for a period of five (5) years from the effective date, unless sooner terminated as provided in Cable Ordinance. This term, however, is expressly conditioned upon timely and satisfactory compliance with the terms and conditions as provided herein and in the Cable Ordinance.

B. If at any time during the term of the franchise the County has reason to believe that Franchisee is not in compliance with the material provisions of the franchise, the county may require Franchisee to submit to a review and public hearing before the County Board of Commissioners (hereinafter referred to as the "Board"). At the hearing, the County may review Franchisee's compliance with the material provisions of the franchise and the Cable Ordinance. After such hearing, either the County or Franchisee may request a follow-up meeting to discuss the resolution of topics addressed at the original hearing. If the County finds that Franchisee is not in compliance with the material provisions of the franchise and the Cable Ordinance, it may revoke the franchise in accordance with the procedures outlined in Section 125 of the Cable Ordinance.

V. FRANCHISE NONEXCLUSIVE

This is a non-exclusive franchise. Consistent with the requirements of the Cable Ordinance, this Franchise Agreement shall not be construed as any limitation upon the right of the County to grant to other persons' rights, privileges or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other public streets, or other public rights-of-way within the County. The County specifically reserves the right to grant at any time during the term of this Franchise Agreement or any renewal thereof, if any, such additional cable television franchises granted by the county shall cover the entire territorial area of the County and shall not be on terms and conditions (including, without limitation, the franchise fee) more favorable or less burdensome than the terms and conditions set forth herein.

Despite the foregoing provisions, however, the County may grant a franchise for a discrete area less than the entire territorial area of the County if the area to be franchised is not required to be served or is not served by any franchisee, and before the grant of the additional franchise, Franchisee declines a request by the County to serve the area or fails to

respond within thirty (30) days to such a written request.

VI. INCORPORATION OF THE CABLE ORDINANCE BY REFERENCE AND RESOLUTION OF CONFLICTS

All terms, conditions and provisions of the Cable Ordinance in its form as of the effective date of this Franchise Agreement shall be deemed to be embodied in this Franchise Agreement, and the express terms of the Franchise Agreement, as approved by the County Commissioners and being the more specific enactment, shall prevail over conflicting or inconsistent provisions of this Cable Ordinance, provided that they shall be construed together to avoid or resolve conflicts or inconsistencies to the extent possible. In addition, terms, conditions and provisions contained in amendments to the Cable Ordinance adopted after the effective date of this Franchise Agreement shall be deemed to be embodied in this Agreement to the extent that federal law and regulations enacted or adopted after the effective date of this Agreement clearly, expressly and specifically authorize unilateral amendments by the local franchising authority to the Cable Ordinance.

VII. DEFINITIONS

All definitions set forth in the Cable Ordinance pertain to this Franchise Agreement and shall be relevant to the purposes and meaning of this Franchise Agreement. In addition thereto, the following definitions shall also apply:

A. **HEADEND** means the electronic control center of the cable system, including components that amplify, filter, and convert incoming broadcast and other television and electronic signals for distribution over the system.

B. **NARROW CASTING** means the ability to distribute cable programming to a particular segment or segments of the subscribers.

C. **SCHOOL** means any public educational institution, including primary and secondary schools, colleges and universities.

D. **UPSTREAM SIGNAL** means a signal originating from a subscriber terminal and transmitted to another point in the cable system including video, audio, or digital signals or any other type of data or information for either programs or other uses such as security alert services, etc.

VIII. SERVICE AREA

A. The franchise service area shall be all areas of Columbus County, except within the corporate boundaries of any municipality.

B. Full cable service shall be provided to all unserved areas of the County where there are at least twenty (20) homes per mile, measured from Franchisee's existing trunk cable ("trunk cable" being defined as the major distribution cable which divides into feeder lines that are tapped for service to subscribers). In an area with less than twenty (20) homes per mile, full cable service shall be provided where the residents of fifteen (15) homes per mile measured from Franchisee's existing trunk cable agree to take cable service. In an area with less than twenty (20) dwelling units per mile and where the residents of fifteen (15) homes per mile measured from Franchisee's trunk cable do not agree to take cable service, Franchisee shall offer a cost sharing arrangement to residents whereby Franchisee and the subscriber will each bear their proportionate share of construction costs in accordance with **Exhibit A**. If, within four (4) years from beginning of provision of service, additional subscribers request cable television service, then the initial subscribers shall receive pro rata rebates of construction costs, in a total amount not to exceed the additional costs above Franchisee's share which was paid under **Exhibit A** collectively by the initial subscribers. "Per mile" as used herein shall mean per linear mile of cable as measured on the street or easement from pole to pole or pedestal to pedestal.

C. Locations passed by cable shall be provided with cable television service in accordance with service and equipment rates in effect from time to time. Schedules of such rate shall be available to the County upon request.

IX. SYSTEM

A. **System.** The initial channel designations and service tiers shall be as provided in **Exhibit B**.

B. **Compliance With All Laws.** In constructing, operating and maintaining the CATV system, Franchisee shall at all times comply with the Cable Ordinance and all laws of general applicability.

C. **Equipment.** Equipment used for the distribution system, headend and reception

facilities shall be of good and durable quality and be serviced and repaired on a regular basis and shall at all times be of equal or better quality than the equipment listed in Franchisee's documentation on file with the County. In cases of equipment replacement not covered above, equipment shall be of equal or better quality than the equipment being replaced.

D. **Addressability.** Franchisee shall maintain an addressable system utilizing an addressable headend computer. Franchisee will make converters available to subscribers of addressable services (e.g. pay-per-view).

E. **Emergency Override.** An emergency override of the CATV system will be provided to the County, with audio override capability on all channels. Upon request of the County, in times of emergency, Franchisee will place an alphanumeric running message on at least one (1) channel. Franchisee will test the system at least annually. The County will be solely responsible for designating the individuals authorized to use the system. The County will be solely responsible for controlling access to and use of the system within the County office building. Emergency override shall be coordinated with, and in accordance with, County-wide management codes and regulations.

F. **Satellite Earth Station.** The system configuration shall include earth stations adequate throughout the life of the franchise, to receive signals from operational communications satellites that predominately carry programming services available to cable systems.

G. **Standby Power.** Franchisee shall provide standby power-generating capacity at the headend rated for at least eight (8) hours.

H. **Converters.** Franchisee shall, to the extent feasible, provide the service requested by a subscriber, construct the system and install equipment which permits the full utilization of cable-ready television receivers by subscribers to avoid converter usage, where possible.

I. **Minimum Interference.** All transmission lines, equipment, and structures shall be installed and located so as to cause minimum interference with the rights and reasonable convenience of property owners and at all times kept and maintained in a safe and adequate condition, and in good order and repair. Franchisee shall, at all times, employ necessary and reasonable care and shall install and maintain in use commonly accepted methods and

devices for preventing failures and accidents which are likely to cause damage, injury, or nuisances to the public. Suitable barricades, flags, lights, flares, and other devices shall be used at such times and places as are reasonably required for the safety of all members of the public.

J. **Performance Testing**. Franchisee shall perform all system tests and maintenance procedures as required by the Cable Ordinance or the FCC.

K. **Technical Standards**. The cable communications system permitted to be installed and operated thereunder shall be installed and operated in conformance with the Cable Ordinance, this Franchise Agreement, and rules and regulations of the FCC. Any FCC technical standards related to the cable communications system and facilities shall be deemed to be regulations under this Franchise Agreement. At such time as the FCC does not regulate technical standards, the relevant manufacturers' standards shall be utilized.

L. **Notice of Shutdown**. At least twelve (12) hours before any planned shutdown, when possible, Franchisee shall give notice on the weather and message channel, of maintenance or major equipment change-outs which result in loss of service to twenty (20) or more dwelling units.

M. **Employee Identification**. Franchisee shall provide a standard identification document to all employees, including employees of subcontractors, who will be in contact with the public. Such documents shall include the employees' names prominently displayed, a telephone number and a company logo that can be used to verify identification. In addition, Franchisee shall use its best efforts to clearly identify all personnel, vehicles and other major equipment that are operating under the authority of Franchisee.

N. **Common Channel Designations and Service Tiers**. Initial channel designations and service tiers shall be indicated on **Exhibit B**.

X. **PUBLIC ACCESS PROGRAMMING**

In order to develop and promote public access programming for the cable communication system's access channels, Franchisee hereby agrees to provide the following:

A. **Access Channels**. Franchisee shall provide one (1) channel for public access, one (1) channel for educational programming, and one (1) channel for government access (three

-3- separate channels).

B. **Access Origination Points.** Franchisee shall provide and maintain cablecasting/origination capability on two (2) upstream shared channels from the Columbus County Administration Building, Whiteville, North Carolina; Columbus County Courthouse, Whiteville, North Carolina; Southeastern Community College, Whiteville, North Carolina; Columbus County Sheriff's Department, Whiteville, North Carolina; Columbus County Hospital, Whiteville, North Carolina, Columbus County E911 Center, Whiteville, North Carolina; and the Columbus County Public Library, Whiteville, North Carolina.

C. **Cable Drops and Monthly Service.** Franchisee shall provide one (1) free cable drop and free monthly service for all non-premium programming to all public schools and the following building in their present locations: Columbus County Administration Building; Columbus County Health Department; Columbus County Courthouse; Southeastern Community College; Columbus County Public Library; Columbus County Schools Administration Building, Whiteville City School Administration Building; Columbus County E911 Center; Columbus County Sheriff's Department; and Columbus County Hospital.

XI. **SUBSCRIBER POLICES**

A. **Major Outages.** Franchisee shall maintain records of all major outages. Such records shall indicate the estimated number of subscribers affected, the date and time of first notification of the outage, the date and time service was restored, the cause of the outage and a description of the corrective action taken. Such records shall be available to the county during normal business hours and retained in Franchisee's files for not less than three (3) years. Upon request, a statistical summary of such records shall be prepared by Franchisee and submitted to the County annually. Information on system outages will be available to subscribers who request this information.

B. **Outage Rebate.** Upon oral or written request by the customer, Franchisee shall provide a rebate for the actual outage time in accordance with Section 122 of the Cable Ordinance.

C. **Franchisee Solicitation.** At the time Franchisee installs equipment to new customers, at least annually to all customers, and at any time upon request by customers or

prospective customers, Franchisee shall provide a simple but thorough written explanation of all services offered, such as the basic service and the price of such service, the parental lockout device, installation procedures and privacy rights of the subscriber as set forth in the rules and regulations of the FCC and the Communications Act of 1934, as amended or superseded, the Cable Ordinance and this Franchise Agreement.

D. **Subscriber Contract.** All contracts between Franchisee and their subscribers shall be in compliance with the rules and regulations of the FCC and the Communications Act of 1934, as amended or superseded, the Cable Ordinance and this Franchise Agreement.

E. **Subscriber Survey.** At its cost and upon the request of the County Manager, Franchisee shall mail subscriber questionnaires developed in consultation with the County Manager, except that Franchisee shall not be required to mail more than one (1) questionnaire during any calendar year. Questionnaires must be of appropriate size and weight to fit into standard subscriber bills or other notices sent by Franchisee in the normal course of business. Franchisee may conduct focus groups or telephone surveys in lieu of bill insert questionnaires.

F. **Maps.** Franchisee agrees to provide the County with one (1) complete set of maps and plats of the CATV system. During construction, Franchisee shall provide requested information about location of cable and the progress made.

XII. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Franchisee agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Franchisee shall fully comply with applicable state and federal law.

XIII. FRANCHISE RENEWAL

This Franchise Agreement may be renewed by the County in accordance with the rules and regulations of the FCC and the Communications Act of 1934, as amended or superseded.

XIV. FRANCHISE ASSIGNMENT OR TRANSFER OF CONTROL

This franchise may be assigned or a transfer of control effectuated only with the

proper consent of the County, subject to the rules and regulations of the FCC and the Communications Act of 1934, as amended or superseded, and the provisions of the Cable Ordinance. Consent shall not be unreasonably withheld.

XV. FRANCHISE FEE

Franchisee shall pay a five (5%) percent franchise fee to the county. Such payments shall be made in accordance with Section 124 of the Cable Ordinance.

XVI. SUBSCRIBER AND EQUIPMENT RATES

Subscriber and equipment rates shall be determined subject to the rules and regulations of the FCC and the Communications Act of 1934, as amended or superseded by later enacted or adopted federal laws and regulations. It is the intent of this section that the County shall have full authority to regulate rates to the extent allowed by federal law.

XVII. SUBSCRIBER SERVICE STANDARDS

Franchisee shall abide by all subscriber or customer service standards of the Cable Ordinance and the rules and regulations of the FCC.

XVIII. POLICE POWERS

In accepting this Franchise Agreement, Franchisee acknowledges that its rights hereunder are subject to the police powers of the County to adopt and enforce ordinances necessary for the safety and welfare of the public, and it agrees to comply with all laws of general applicability, and ordinances enacted by the County pursuant to such powers, as provided in the Cable Ordinance.

XIX. BOND

Franchisee shall provide the County with a performance bond in accordance with Section 128 of the Cable Ordinance.

XX. REGULATION

The County shall exercise appropriate regulatory authority consistent with the provisions of the Cable Ordinance and this Franchise Agreement. Should the rules and regulations of the FCC, and the Communications Act of 1934, as amended or superseded, expressly supersede or preempt provisions of the Cable Ordinance or the Franchise Agreement, then the County may exercise such regulatory authority. However, to the extent

such exercise would materially alter any of the terms and conditions of the Cable Ordinance or the Franchise Agreement, the County agrees to meet with Franchisee to negotiate any such change. Despite the foregoing, however, County reserves the right to exercise any authority, power, right or privilege to the extent that later enacted or adopted federal law or regulations provide specifically, expressly and clearly that existing franchises are unilaterally or automatically amended, without negotiating with Franchisee. Regulations may be exercised through any duly designated County office or duly established board or commission or other body appointed to advise the County in its regulatory responsibilities.

XXI. ACCEPTANCE

A. Franchisee, by accepting the rights hereby granted, agrees that it will perform and keep all acts and obligations imposed, represented or promised by the provisions of the Franchise Agreement and Cable Ordinance.

B. The acceptance of this Franchise Agreement by Franchisee shall constitute representations and covenants by it that:

1. It accepts and agrees to all of the provisions of this Franchise Agreement and those instruments incorporated herein by reference; and
2. It has examined all of the provisions of this Franchise Agreement and the Cable Ordinance and waives any claims that any provision hereof is unreasonable, arbitrary or void (except where voided by federal or state law).

XXII. COOPERATION

The parties recognize that it is within their mutual best interests for the CATV system to be operated and maintained as efficiently as possible. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Franchise Agreement. Should either party believe that the other is not acting timely or reasonably within the confines of applicable regulations and procedures in responding to a request for action, that party shall notify the agents designated for that purpose by the other. The agent will use its best effort to facilitate the particular action requested.

XXIII. NOTICE OF PROPOSED RATE INCREASES

Even if not required by federal law or regulations, Franchisee will provide not less

than thirty (30) days notice of proposed rate increases, in writing to each subscriber and on at least one (1) cable channel.

XXIV. CUMULATIVE PROVISIONS

The rights and remedies reserved by the County by this Franchise Agreement are cumulative and shall be in addition to and not in derogation of any other rights or remedies that the County may have with respect to the subject matter of this Franchise Agreement, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time.

XXV. NOTICES

All notices from Franchisee to the County pursuant to this Franchise Agreement shall be sent to any address to be designated in writing by the County. Franchisee shall maintain within the County, through the term of the franchise, a local office and a local, collect or toll-free telephone number for the conduct of matters related to the franchise. All notices to Franchisee shall be sent to that address.

XXVI. CAPTIONS

Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

XXVII. NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward a third person or the public in any manner that would indicate any such relationship with the other.

XXVIII. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Franchise Agreement is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise Agreement except as provided for in the Cable Ordinance.

XXIX. RESERVATION OF RIGHTS

Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either express or implied, by Franchisee of any constitutional or legal right which Franchisee may have, or may be subsequently determined to have, either by subsequent legislation or court decision. The County acknowledges that Franchisee reserves all of its rights under applicable federal and state constitutions and laws.

XXX. FORCE MAJEURE

With respect to any provision of this Franchise Agreement, the violation or noncompliance with which could result in the imposition of a forfeiture, penalty, or other sanction upon Franchisee, such violation or noncompliance shall be excused where such violation or noncompliance is beyond Franchisee's reasonable control or not reasonably foreseeable. Causes beyond Franchisee's control or not reasonably foreseeable shall include, but shall not be limited to, Act of God, civil disturbance, strikes, or labor unrest.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be executed as of the day and year first written above.

ATTEST:

((Seal)

**COUNTY OF COLUMBUS
NORTH CAROLINA**

IDA L. SMITH, Clerk to Board

**LYNWOOD NORRIS, Chairman, Board
of Commissioners**

**TIME WARNER ENTERTAINMENT/
ADVANCE-NEWHOUSE PARTNERSHIP**

ATTEST:

((Seal)

FRANCHISEE

Secretary

President

EXHIBIT A

COST CONTRIBUTION FORMULA FOR LINE EXTENSIONS

In areas subject to a cost-sharing arrangement under Section (VIII.B) of the Franchise

Agreement, the cost-sharing arrangement shall consist of the following:

1. On the request of a subscriber desiring service, Franchisee shall prepare, at its cost, an engineering survey and cost analysis to determine the cost of the plan extension required to provide service to the subscriber from the closest point on the cable system. The estimate will be provided to the subscriber and Franchisee may require the subscriber to pay its share of the costs of that construction before commencing any construction. The estimate shall be provided in writing and within thirty (30) days of the date of the receipt of such request. Said estimate shall also include a firm price good for thirty (30) days reflecting the proportional share which requesting prospective subscribers must pay on a cost sharing basis to obtain cable. Within six (6) months from the payment of the cost share by prospective subscribers and receipt of all necessary utility permits or other right-of-way permits, Franchisee shall complete the extension of service as requested.
2. The cost of construction shall be allocated based on the following formula: If a request for extension of service into a residential area requires the construction of cable plant which does not pass at least twenty (20) homes per mile, or pass at least fifteen (15) homes per mile where subscribers agree to take cable service, Franchisee and subscribers will each bear their proportionate share of construction costs. (For example, if there are ten (10) homes per mile, Franchisee's share will equal 10/20ths, or one-half, of the construction cost, and if there are two (2) homes per mile, Franchisee's share will be 2/20ths, or one-tenth, of the construction cost), the remaining cost will be shared equally by each person requesting service.

EXHIBIT B

(Channel Line Up and Rates)

As of March 29, 2000, **Exhibit B**, has not been provided to the Administration Office by Time Warner to be included in the Board Minutes.

ORDINANCE (SOLID WASTE) - TIPPING FEE AMENDMENT

A motion was made by Commissioner Jacobs, seconded by Commissioner Wilson and passed unanimously to amend the Ordinance Regulating the Assessment and

Collection of Solid Waste User Fees, Attachment I in accordance with provision of the Contract Agreement with Waste Management to adjust the Solid Waste Tipping Fees according to the Consumer Price Index (CPI) which is 2.7% retroactive to January 1, 2000 as follows:

ATTACHMENT I

AMENDMENT VI

SOLID WASTE USER FEES:

Commercial and Residential Tipping Fee	\$ 40.64/Ton
LCID and C & D Materials Tipping Fee	30.00/Ton
Collection and Landfill Fee for County Residents	100.00/Annually
Landfill Fee for Municipal Residents	60.00/Annually

The above Solid Waste User Fee Ordinance Amendment was passed by the Board of Commissioners of Columbus County on March 20, 2000 to become effective January 1, 2000 upon motion by Commissioner Jacobs seconded by Commissioner Wilson and passed unanimously.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ Lynwood Norris, Chairman

ATTESTED BY:

/s/ Ida L. Smith, Clerk to Board

SOLID WASTE - FUEL ADJUSTMENT REQUEST BY WASTE MANAGEMENT

Dempsey B. Herring, County Administrator, addressed the Board regarding a letter received from Kenneth Cutchfield, Director of Marketing for Waste Management, requesting a 5.9% increase in transportation costs retroactive to January 1, 2000.

After a number of questions by the Board, a motion was made by Commissioner Wilson, seconded by Commissioner Jacobs and passed unanimously to direct Dempsey B. Herring, County Administrator, to meet with Kenneth Crutchfield, Director of Marketing for Waste Management, to resolve and clarify the issues that were raised regarding the request for the transportation increase.

ORDINANCE (PROJECT BUDGET) - WRIGHT CORPORATION PROJECT

A motion was made by Commissioner McKenzie, seconded by Commissioner

Wilson and passed unanimously to adopt the following Capital Project Ordinance:

**COLUMBUS COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT
PROJECT BUDGET ORDINANCE
(WRIGHT CORPORATION PROJECT)**

Be it ordained by the Columbus County Board of Commissioners, pursuant to North Carolina G.S. 159-8 and 159-13.2, the following Grant Project Ordinance is hereby adopted:

Section 1: The project authorized is for activities contained in the Small Cities Community Development Block Grant - Economic Development Grant Agreement and Industrial Development Fund Grant between this and the North Carolina Department of Commerce - Commerce Finance Center and a Supplemental Grant between this unit and the North Carolina Rural Center.

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Department of Commerce, the North Carolina Rural Center and the budget contained herein.

Section 3: All non-grant revenues shown as "local" funds will be provided to Columbus County by the Wright Corporation.

Community Development Block Grant	\$500,000
Commerce Finance Center Industrial	\$500,000
NC Rural Center Supplemental Grant	\$200,000
Local (Wright Corporation)	<u>\$243,000</u>
Total	\$1,443,000

Section 5: The following line items are created for this project and appropriations:

PROJECT FUNDS

Activity	CDBG	IDF	RC Grant	Local	Total
Planning				7,500	7,500
Administration				25,500	25,500
Engineering			10,000	210,000	220,000
Construction	500,000	500,000	190,000		1,190,000
Total	500,000	500,000	200,000	243,000	1,443,000

Section 6: The County's finance officer is hereby directed to maintain within the Grant

Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and federal, state and local regulations.

Section 7: Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 8: The finance officer is directed to report monthly on the financial status of each project element and on the total grant revenues received or claimed.

Section 9: The budget officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission to the Board of the County Commissioners.

Section 10: Copies of this grant ordinance shall be made available to the budget officer and/or the finance officer for direction in carrying out this project.

Duly adopted this 20th day of March 2000 upon motion made by Commissioner McKenzie, seconded by Commissioner Wilson and adopted by the following vote:

AYES: 7 NOES: 0 ABSTAINED: 0

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ Lynwood Norris, Chairman

ATTEST:

/s/ Ida L. Smith, Clerk to Board

WHITEVILLE (CITY OF) - RESOLUTION OF INTENT TO CLOSE AN UNOPENED PORTION OF HUNT AND UNOPENED PORTIONS OF MEMORY STREETS

Susan Rhodes, Whiteville City Clerk, advised the Board, by letter and Resolution of Intent that was adopted by the Whiteville City Council on February 22, 2000, of a scheduled public hearing to be held March 28, 2000 at 7:00 P.M. for the purpose of closing of an unopened portion of Hunt Street east of existing Hunt Street and unopened portions of Memory Street and north of existing Memory Street as the County has property adjacent to this property.

A motion was made by Commissioner McKenzie, seconded by Commissioner Britt and passed unanimously to approve the Resolution of Intent adopted by the Whiteville City Council on February 22, 2000 to close an unopened portion of Hunt Street east of existing Hunt Street, and unopened portions of Memory Street and north of existing Memory Street.

SHERIFF - ALEXANDER SINGLETARY APPOINTED AS DEPUTY FINANCE OFFICER FOR INMATE TRUST ACCOUNT

Sheriff Jimmy Ferguson requested the Board appoint Lieutenant Alexander Singletary, Detention Center Administrator, as Deputy Finance Officer, for an inmate trust account.

A motion was made by Commissioner Wilson, seconded by Commissioner Jacobs and passed unanimously to appoint Lieutenant Alexander Singletary, Detention Center Administrator, as Deputy Finance Officer, for an inmate trust account.

COLLEGE (SCC) - REQUEST FOR ADDITIONAL FUNDING TAKEN UNDER ADVISEMENT

Dempsey B. Herring, County Administrator, addressed the Board regarding a letter received from Mr. Swanson Richards, Southeastern Community College Interim President, requesting the Board to allocate \$50,000 in Fiscal Year 1999-2000 Budget to SCC for cosmetic improvements to the buildings and grounds before the accreditation committee visits the College in March of 2001.

A motion was made by Commissioner Wilson, seconded by Commissioner McKenzie and passed unanimously to take Mr. Richards' request under advisement and will be reviewed during the upcoming 2000-2001 Budget process. The Board also requested Mr. Herring to confer with Mr. Richards in the usage of SCC maintenance personnel and prisoners performing this type of work as the Columbus County Government does.

PROCLAMATION - LITTER SWEEP

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

**LITTER SWEEP
2000
BY THE BOARD OF COLUMBUS COUNTY COMMISSIONERS
a PROCLAMATION**

WHEREAS, the North Carolina Department of Transportation's Office of Beautification annually organizes a spring roadside cleanup campaign to ensure clean roadsides throughout our State; and

WHEREAS, a spring *LITTER SWEEP* campaign has been planned for April 7-20, 2000, to clean our roadsides, help educate the public about the harmful effects of litter on the environment, and give every organization, business, government agency and individual the opportunity to take responsibility for cleaner roads in North Carolina; and

WHEREAS, Adopt-A-Highway volunteers, community and civic organizations, inmates, community service workers, local governments, and many concerned citizens participate in these cleanups and may receive a Certificate of Appreciation for their hard work; and

WHEREAS, the natural beauty and clean environments are a source of great pride for all North Carolinians attracting tourists and aiding in recruiting new industries; and

WHEREAS, the 2000 spring cleanup will improve the quality of life for all North Carolinians and will celebrate the 12th Anniversary of the North Carolina's Adopt-A-Highway program.

NOW, THEREFORE, WE, THE BOARD OF COLUMBUS COUNTY COMMISSIONERS do hereby proclaim April 7-20, 2000, as "LITTER SWEEP" in Columbus County, and urge all citizens to participate in keeping our roadsides clean and to reduce solid wastes.

ADOPTED this the 20th day of March 2000.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ Lynwood Norris, Chairman

ATTESTED BY:

/s/ Ida L. Smith, Clerk to Board

PROCLAMATION - ACCIDENT PREVENTION WEEK

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

**ACCIDENT PREVENTION WEEK
2000
by the BOARD OF COMMISSIONERS OF COLUMBUS COUNTY
PROCLAMATION**

WHEREAS, the annual North Carolina Statewide Safety Conference, sponsored by the North Carolina Industrial Commission, has been the basis on which the promotion of a safe and healthful work environment of this great State and industry has been built; **and**

WHEREAS, the Conference has brought a long period of loyal, effective and conscientious service to arouse and maintain the interest in loss control and accident prevention. The Conference seeks to guide and encourage the adoption and institution of safe work practices by all employers and employees; **and**

WHEREAS, the Conference leadership has developed ongoing programs to assist in the reduction in the loss of North Carolina's vital human and economic resources. The Conference has a position of leadership in promoting safety and health in North Carolina and in the Nation; **and**

WHEREAS, the annual North Carolina Statewide Safety Conference is celebrating seventy (70) years of service to this great State.

NOW, THEREFORE, we, the Board of Commissioners of Columbus County do hereby proclaim May 8-12, 2000, as "**ACCIDENT PREVENTION WEEK**" in Columbus County and commend this observance to our citizens.

ADOPTED this the 20th day of March, 2000.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ LYNWOOD NORRIS, Chairman

ATTESTED BY:

/s/ IDA L. SMITH, Clerk to Board

COURTHOUSE - EXHIBITION DISPLAY APPROVED

A motion was made by Commissioner Gray, seconded by Commissioner Britt and passed unanimously to approve the display of posters depicting “**The History of the Legal Profession in North Carolina**” in the Columbus County Courthouse, as requested by the Honorable William C. Gore, Jr., Senior Resident Superior Court Judge.

WATER & SEWER DISTRICT II - ACCEPT BIDS AND DEFER AWARD

Wade Lewis, Hobbs, Upchurch and Associates Project Engineer, requested the Board’s approval on accepting the lowest bids for Water & Sewer District II but defer the award until such time that additional funds can be secured. Mr. Lewis reported the project has increased over the original projected cost in the amount of one million, four hundred ninety thousand and 00/100 dollars (\$1,490,000.00).

A motion was made by Commissioner Britt, seconded by Commissioner McKenzie and passed unanimously to accept the lowest bids for the Water & Sewer District II and defer the award until such time that additional funds can be secured.

Dempsey Herring, County Administrator, reported he will be meeting with Rural Development to request additional funding regarding Water & Sewer District II.

Mr. Herring also reported he has requested FEMA funds in the amount of fifteen million dollars (\$15,000,000.00) for Columbus County Water Projects when he attended the National Association of Counties Annual Meeting March 4-7, 2000.

WATER & SEWER DISTRICT V: - RESOLUTION ADOPTED FOR RESTRICTION ON FUTURE WATER SERVICE AND SITE SELECTION TO PROTECT FARMLAND

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

COLUMBUS COUNTY WATER and SEWER DISTRICT V**Restriction on Future Water Service and****Site Selection to Protect Farmland RESOLUTION**

WHEREAS, Columbus County is constantly changing with an area of some nine hundred forty-five (945) square miles, with a population of fifty-three thousand (53,000)

persons who desire to live, work and play here; and

WHEREAS, the Columbus County Water District V will not install future water service to new development that requires larger than a normal residential size tap to non-agricultural development proposed to occur on important farmland (as identified on Natural Resource Conservation Service soil classification maps for Columbus County) along surplus capacity water lines. The lines presently identified as having surplus capacity are the ten (10") inch water main along SR 1117 (from SR 1173 to SR 1006; along SR 1006 (from SR 1117 to SR 1113; and along SR 1113 (from SR 1006 to SR 1112.

WHEREAS, a final decision will be made by the local office of the Natural Resources Conservation Service on whether or not a property proposed for development qualifies as important farmland. In future expansions of the water system, this restriction will apply to all ten (10") inch diameter and larger water lines that are not in a designated growth corridor unless a hydraulic analysis indicates the line has no surplus capacity. Water taps larger than residential size may be installed at any location for agricultural purposes such as providing water for livestock facilities. Columbus County Water District V also agrees to select future well, tank, and treatment facility sites so as to minimize conversion of important farmland. The District further agrees that no such sites will be acquired for future phases of the water system without the proper concurrence of Rural Development.

WHEREAS, the Columbus County Board of Commissioners is giving high priority to the planning of water supply systems for a better future for Columbus County and its citizens.

NOW, THEREFORE, BE IT RESOLVED, that the Columbus County Board of Commissioners hereby restricts the water tap size on waterlines larger than 8-inches in diameter located in Water District V except in areas designated as growth corridors.

ADOPTED this 20th day of March, 2000.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ Lynwood Norris, Chairman

ATTESTED BY:

/s/ Ida L. Smith, Clerk to Board

**AIRPORT - APPROVAL TO NAME TERMINAL BUILDING THE COLUMBUS
RUDOLPH B. WALTERS**

Commissioner Gray read the accomplishments of U.S. Air Force Colonel Rudolph B. Walters, Retired, stating upon his retirement from the U.S. Air Force, he returned to his native home Whiteville, North Carolina where he became the first Executive Director of the Columbus County Economic Development Commission. Colonel Walters was instrumental in a crusade to improve the airport at Brunswick with all the local, state and federal powers which have truly had an impact on the economy of Columbus County and requested the Board to consider naming the Columbus County Airport Terminal in his honor for his accomplishments..

A motion was made by Commissioner Gray, seconded by Commissioner Britt and passed unanimously to name the Airport Terminal Building in honor of the accomplishments of Colonel Walters as **"The Columbus Rudolph B. Walters Terminal"** and advise the Columbus County Airport Authority of the action taken by the Board.

**SCHOOLS (WHITEVILLE CITY) - CONGRATULATIONS ON WINNING NORTH
CAROLINA HIGH SCHOOL 2A CHAMPIONSHIP**

A motion was made by Commissioner Gray, seconded by Commissioner McKenzie and passed unanimously to direct Dempsey B. Herring, County Administrator, to write a **"Letter of Congratulations"** to the Whiteville High School Athletes on their accomplishments in winning the North Carolina High School 2A State Championship. The Board also requested the team be presented a **"Plaque of Appreciation"** at the April 3, 2000 Board Meeting.

RESOLUTION - REDUCE SPEED LIMIT ON HIGHWAY 701 BUSINESS NORTH

Chairman Norris reported the speed limit on 701 Business from the Whiteville City Limits to 701 Bypass should be reduced from fifty-five (55) miles per hour to thirty-five (35) miles per hour due to the excessive amount of traffic since the opening of the Social Services and Farm Services Buildings at the Columbus County Complex.

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

**RESOLUTION to REDUCE SPEED LIMIT on
HIGHWAY 701 BUSINESS NORTH**

WHEREAS, public safety is an important issue with the Board of County Commissioners; **and**

WHEREAS, excessive speed has become an issue on public roads regarding to the general health and welfare of citizens who use public roads to transact business with County facilities; **and**

WHEREAS, speeding vehicles have created a dangerous situation on Highway 701 Business from the city limits of Whiteville to the intersection of 701 Bypass North and 701 Business North, in particular the area in front of the Columbus County Complex housing the Department of Social Services and Cooperative Extension; **and**

WHEREAS, this area is also a residential area; **and**

WHEREAS, recently many accidents, as well as potential accidents, have occurred due to excess speed by motor vehicles.

BE IT THEREFORE RESOLVED that the Columbus County Board of Commissioners requests the North Carolina Department of Transportation to reduce the speed limit to thirty-five (35) miles per hour from the city limits of Whiteville on 701 Business North to the intersection of 701 North Business and 701 North Bypass.

ADOPTED this the 20th day of March, 2000.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ **LYNWOOD NORRIS, Chairman**

ATTESTED BY:

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

CLOSED SESSION

At 8:25 P.M., a motion was made by Commissioner Britt, seconded by Commissioner McKenzie and passed unanimously to enter into a closed session in accordance with NCGS §143-318.11(a)(6) Personnel.

RESUME REGULAR SESSION

At 8:50 P.M., a motion was made by Commissioner Gray, seconded by

Commissioner Jacobs and passed unanimously to adjourn closed session and resume regular session.

No action was taken.

FIRE MARSHAL - ACCEPTED RESIGNATION OF JAMES E. JACKSON, JR.

A motion was made by Commissioner Gray, seconded by Commissioner McKenzie and passed unanimously to accept the resignation of James E. Jackson, Jr., Columbus County Fire Marshal, effective at 5:00 P.M., March 17, 2000.

FIRE MARSHAL (FORMER) - ENDORSEMENT OF INVESTIGATION

A motion was made by Commissioner Britt, seconded by Commissioner McKenzie and passed unanimously to endorse an investigation of James E. Jackson, Jr., former Columbus County Fire Marshal, for the misappropriation of funds from the North Whiteville Fire Department by the Columbus County Sheriff's Department and the State Bureau of Investigation.

SOCIAL SERVICES - HURRICANE FLOYD FUNDING QUESTIONED

Commissioner McKenzie questioned the return of Hurricane Floyd monies by the Department of Social Services and requested Dempsey B. Herring, County Administrator, to contact Larry Moore, Social Services Director, for an explanation to the Board Members.

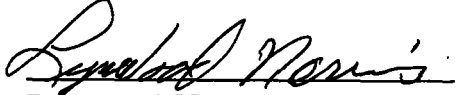
FIRE & RESCUE DISTRICTS - ENFORCEMENT OF AUDIT REPORTS

A motion was made by Commissioner Wilson, seconded by Commissioner Britt and passed unanimously to advise all Columbus County Fire and Rescue Departments that the existing County Contract states to provide audit reports by a certified auditor (not compilation reports) before funding is received and will be enforced in the future.

ADJOURNMENT

At 9:00 P.M., a motion was made by Commissioner Gray, seconded by Commissioner Jacobs and passed unanimously to adjourn the Board Meeting.


 Ida L. Smith, Clerk to Board

APPROVED:

 Lynwood Norris, Chairman