## **COLUMBUS COUNTY BOARD OF COMMISSIONERS**

September 04, 2007 6:00 P.M.

The Honorable Columbus County Commissioners met on the above stated date and at the above stated time in the Dempsey B. Herring Courthouse Annex Building, located at 112 West Smith Street, Whiteville, North Carolina, to hold a Columbus County Courthouse Walk-Through Workshop and for their regular scheduled meeting on the first Monday.

#### COMMISSIONERS PRESENT: APPOINTEES PRESENT:

Sammie Jacobs, **Chairman**Jimmy Varner, **County Manager**James E. Prevatte, **Vice Chairman**Amon E. McKenzie

Jimmy Varner, **County Manager**Steven W. Fowler, **County Attorney**June B. Hall, **Clerk to Board** 

Amon E. McKenzie June B. Hall, **Clerk to Boar** Bill Memory

Lynwood Norris **APPOINTEE ABSENT:** 

Ricky Bullard Leo Hunt, Interim Finance Officer

Ronald Gore

#### **COURTHOUSE WALK-THROUGH WORKSHOP:**

At 6:00 P.M., the scheduled Courthouse Walk-Through Workshop was conducted. The Honorable Shelia Pridgen, Columbus County Clerk of Court, pointed out the following areas of concern:

- 1. The cement and wood floors on the first and second floor have dropped;
- 2. The woodwork around and below several windows needs to be replaced due to the fact that moisture is getting in and wood is rotten;
- 3. Tile and carpet need to be replaced on first and second floors;
- 4. Plaster walls and ceilings have multiple cracks, and PCS is falling down;
- 5. The Courtroom ceiling on second floor needs insulation;
- 6. The air conditioning vents drip with condensation;
- 7. Electrical wiring and lights need to be replaced on first floor;
- 8. Attic area needs proper ventilation, attic fans installed and old skylight needs to be blackened out:
- 9. Water damage on wooden benches in Courtroom;
- 10. Excessive heat in both Jury Rooms;
- 11. Inadequate space for file storage; and
- 12. Overcrowding in office areas.

At the conclusion of the walk-through of the Courthouse, Chairman Jacobs stated to The Honorable Shelia Pridgen that this matter would be took under serious consideration, and that the lack of sufficient funds had limited the extent of the necessary repairs.

# Agenda Items #1, #2 and #3: <u>MEETING CALLED to ORDER, INVOCATION and PLEDGE of ALLEGIANCE</u>:

At 6:33 P.M., Chairman Jacobs called the September 04, 2007 Columbus County Board of Commissioners Regular Session Meeting to order. The invocation was delivered by Commissioner Ricky Bullard. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America.

# Agenda Item #4: PRESENTATION - PROCLAMATION of RECOGNITION to RICHARD HOYT:

Chairman Jacobs presented the following Proclamation of Recognition to Richard Hoyt, on behalf of the entire Board of Commissioners.

Commissioner Norris made a motion to approve and adopt the Proclamation of Recognition to Richard Hoyt, seconded by Commissioner McKenzie. The motion unanimously carried.

PROCLAMATION of RECOGNITION to RICHARD HOYT

**WHEREAS,** Columbus County offers many educational avenues to their youth for their participation and growth within their fields of expertise, and adventure into new areas for their exploration; **and** 

**WHEREAS,** within the wide array of opportunities for our youth, there exists the cornerstone program so entitled "4-H", which provides access to knowledge, growth, experience, sound foundation and maturity, and the list of attributes is endless; **and** 

**WHEREAS,** Columbus County is fortunate to have a fourteen (14) year old young adult who resides on Whitehall Road in Whiteville, who made the decision to become a 4-H member six (6) years ago, namely, *RICHARD HOYT*; and

WHEREAS, in his joyous quest to be the best he can be, which is the only expectation our **Heavenly Father** asks of each one of us, he has accomplished the following:

- District Gold Medal Winner with Project Record Books in 2007, in the area of Plant Science:
- ❖ District Bronze Medalist in Pork Cooking in 2007; and
- \* County Council Officer for 4-H (Reporter); and

**WHEREAS,** *RICHARD HOYT* has acquired many attributes in his journey through life, and listed below are only a few of these attributes:

- Friendly to everyone and never meets a stranger;
- **♦** Very constructively inquisitive;
- Extensive volunteering when he sees a need that needs to be met, and as much as his school schedule will allow;
- Ongoing eagerness to learn new and beneficial facts; and
- Desire to acquire knowledge of how the Democratic process works.

**NOW, THEREFORE, BE IT PROCLAIMED** that we, the Columbus County Board of Commissioners, would like to recognize *RICHARD HOYT* for his accomplishments, his neverending desire to obtain knowledge and the fine example he is setting for other young adults.

**APPROVED and ADOPTED** this the 4<sup>th</sup> day of September, 2007.

COLUMBUS COUNTY BOARD OF COMMISSIONERS
/s/ SAMMIE JACOBS, Chairman
ATTESTED BY:
/s/ JUNE B. HALL, Clerk to Board

Mr. Hoyt expressed his thanks to the Board for this recognition and urged everyone that could, to take an active role in 4-H because it would be most beneficial to them.

#### Agenda Item #5: BOARD MINUTES APPROVAL:

Commissioner Norris made a motion to approve the following Board Minutes, as recorded, seconded by Commissioner Bullard. The motion unanimously carried.

- A. August 20, 2007 Regular Session Minutes; and
- B. August 23, 2007 Regular Session Minutes.

# Agenda Item #6: PLANNING - APPROVAL of RV PARK (LAST CHANCE CAMPGROUND):

Don Eggert, Interim Planner, requested Board approval of a RV Park so entitled "Last Chance Campground". Mr. Eggert stated the following:

- 1. This was reviewed by the County Planning Board at their August 23, 2007 Meeting;
- 2. The Planning Board voted unanimously to recommend that it be approved by the Board of Commissioners;
- 3. The applicant for the Last Chance Campground RV Park is Mike Butts;
- 4. The location is on Dupree Landing Road (S.R. 1901);
- 5. This will be a RV Park with forty-two (42) units;
- 6. The applicant intends for the park to be served by sewer from the Town of Lake Waccaamw, and has been grant approved for such;

- 7. Drinking water will be provided by wells; and
- 8. The site plan appears to meet the design standards of the Campground Ordinance.

Commissioner Memory stated the existing campground at the end of Dupree Landing was closing, and room was being made for these residents to relocate.

Commissioner Memory made a motion to approve the Last Chance Campground RV Park, seconded by Vice Chairman Prevatte. The motion unanimously carried.

#### Agenda Item #7: GOVERNMENT COMPLEX ROAD - UPDATE ON PROGRESS:

Paul Masten with S&ME, our environmental consultant, delivered the following update to the Board on the progress of the Government Complex Road Extension, and discussed some concerns the Corp has on potential development of the site. Mr. Masten stated the following:

- 1. We have completed all the fieldwork;
- 2. We are in the preparation of the application to be submitted to the U.S. Army Corps of Engineers and the Division of Water Quality:
- 3. We had a pre-application meeting with those agencies who own the property in mid July;
- 4. At that time, we presented them with our site plans;
- 5. The DOT is in the process of preparing the actual wetland boundary maps to be submitted with the application;
- 5. Both agencies reviewed our site plan at the pre-application meeting and were fine with it, and have actually given us the green light, at this point for the project, as it is currently designed;
- 6. During our meeting, the Corps of Engineers expressed some concerns about building additional buildings on the property in the upland areas and the wetlands;
- 7. The Corps of Engineers stated they would like to view the project in its entirety with any future development, and I informed them that at this time, I was not aware of any future development;
- 8. This may be an issue that needs to be decided by the County as we move forward with permitting as to whether or not we wanted to just do a road or we wanted to pursue future development;
- 9. At this point, with the roadway designed, and we have almost reached our threshold for wetlands permit for a nationwide permit; you are allowed an one-half (½) acre of impact;
- 10. For the size of the project, I made a recommendation early on that we do not pursue an individual permit which is much more severe and much more expensive process, and has a higher likelihood of being denied, based on just the size of the project;
- 11. The question is, and I need the answer, is whether we want to pursue looking at additional buildings on the property at this time, or do we just want to get the roadway in, and maybe looking at additional buildings later on;
- 12. If you have future buildings on this property, you will have to avoid all wetlands altogether to keep the Corps of Engineers from being involved in the project, **and**
- 13. The Corps of Engineers is requesting the County to write a letter saying that no future development is proposed.

After in-depth discussion was conducted, discovery was made that only one-half  $(\frac{1}{2})$  of the property was looked at, relative to wetlands.

After additional in-depth discussion was conducted relative to the need for the entire tract of property to be assessed, Commissioner Gore made a motion for Paul Masten with S&ME, the environmental consultant, to prepare a proposal for an assessment to be done on the property in its entirety, and present this proposal to Administration and the Board in the next two (2) weeks. This motion was seconded by Commissioner Bullard. The motion unanimously carried.

## Agenda Item #12: FARMER'S MARKET - REQUEST for CONVEYANCE of PROPERTY:

Chairman Jacobs stated that Agenda Item #12 tied directly into Item #7 and recommended the Board to address this item next.

Chairman Jacobs presented a request made by the Farmer's Market to the Board for the consideration of conveying two and 56/100 (2.56) acres of property to the Farmers Market. Ervin Brown, President of the Columbus County Community Farmers Market, stated the following:

- 1. As far as I know, this will not impact any of the wetlands on the site;
- 2. We have identified the need for an additional facility, and a full-time marketing manager in order to facilitate the future growth of the Market;
- 3. The proposed new building is a two hundred sixty-five thousand and 00/100 (\$265,000.00) dollars value-added processing center which will include a commercial kitchen, meeting space, a cooking demonstration area, market manager's office, and room for a commercial-grade, shared-use honey extractor;
- 4. The building will be approximately two thousand four hundred (2,400) square feet, and will be located adjacent to the current facility;
- 5. We need a more permanent arrangement in order to achieve our long-term goals;
- 6. We are requesting that Columbus County convey the two and 56/100 (2.56) acres currently under lease to the Columbus County Community Farmers Market; **and**
- 7. We are proposing the fee simple determinate deed include a provision that would require the property to revert to the ownership of the County in the event the property is no longer used for a community farmers market.

Commissioner Bullard asked Mr. Brown why did they want to own the property in lieu of leasing the property. Mr. Brown replied stating they needed something more substantial than a lease before they could proceed with this addition.

Vice Chairman Prevatte asked Steven W. Fowler, Columbus County Attorney, if the Board could legally transfer this property, which has been purchased with taxpayer's money to a non-profit organization. Mr. Fowler stated he needed to check into this matter.

Chairman Jacobs asked Mr. Brown if there was a time limit involved. Mr. Brown replied stating the end of October.

Commissioner Memory asked Mr. Brown if a lease would work. Chairman Jacobs asked Kipling Godwin, a member of the Columbus County Community Farmers Market, who prepared the grant application, if he would like to address this issue. Mr. Godwin stated the following:

- 1. The whole issue here is over the ownership of the property, but it is not a major issue;
- 2. The issue of major concern is the lease itself, which states that after ten (10) years, if the lease is not renewed, any improvements made on the property will revert back to the County;
- 3. The Farmers Market and the Board has always had a very good and workable relationship with each other, and hopefully, this will continue indefinitely;
- 4. In the future, when membership changes on the Board, and if the Board should decide not to renew the lease, the Farmers Market would stand to lose their investment;
- 5. The possibility of the lease not being renewed by future Boards is a concern of the lenders and the Farmers Market Board;
- 6. The NC Tobacco Trust Fund Grant does specify that the money must be used for a Farmers Market: **and**
- 7. I think the County made a wide decision to assess the entire tract of property where the Farmers Market is located for wetlands and to have the County Attorney to check into the proper avenues that need to be used in the conveyance of the property.

Vice Chairman Prevatte asked Mr. Godwin if the lease was redone and the phrase of concern taken out, would the lease work, and would the Farmers Market pay taxes on this property if conveyed to them. Mr. Godwin replied stating that the Farmers Market was a non-profit organization and they would not pay any taxes, and it was his opinion the lease is a matter the County Attorney needed to look into.

Commissioner Gore asked Mr. Godwin when they would know if they would get the grant. Mr. Godwin replied stating the award of the grant would be announced by October 31, 2007, and the funds would not be available until after the first of the year.

Commissioner Bullard made a motion to table this matter until the Board could obtain some good answers to all the concerns that have been expressed, and until the Farmers Market could bring a list of options to the Board, seconded by Commissioner Memory. The motion unanimously carried.

Agenda Item #8: <u>EMERGENCY SERVICES - APPROVAL and ADOPTION of RESOLUTION for the ADOPTION of the NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS):</u>

Kay Worley, Interim Emergency Services Director, requested Board approval and adoption of the following Resolution for the Adoption of the National Incident Management System. Ms. Worley stated the following:

- 1. This incorporates local, State and Federal guidelines for local government agencies to work under one Federal guideline if we should have a disaster;
- 2. Incorporates ICS 100 200 300 400 training procedures in the event of a major disaster; and
- 3. This is a State requirement.

## RESOLUTION FOR THE ADOPTION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM

WHEREAS, the President of the United States in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity.

WHEREAS, the collective input and guidance from all Federal, State, local, and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS.

WHEREAS, it is necessary and desirable that all Federal, State, local and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management;

WHEREAS, to facilitate the most efficient and effective incident management it is critical that Federal, State, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters;

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the County's ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes;

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the County as required by the Columbus County Emergency Operations Plan;

WHEREAS, the National Commission of Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System;

THEREFORE, the Columbus County Board of Commissioners, on September 4, 2007, hereby establish the National Incident Management System as the local standard for the management of routine and catastrophic emergencies.

/s/ Sammie Jacobs, Chairperson /s/ June Hall, Clerk Columbus County Board of Commissioners Columbus County Board of Commissioners

Commissioner McKenzie made a motion to approve the Resolution for the Adoption of the National Incident Management System, seconded by Vice Chairman Prevatte. The motion unanimously carried.

#### **Agenda Item #9: BUILDING INSPECTIONS - DEPARTMENTAL UPDATE:**

Ray Reeves, Building Inspections Director, delivered the following Departmental Update to the Board:

- 1. We have eliminated the issues we were having with the State;
- 2. The old permitting system has went out;
- 3. We have replaced the old permitting system which costs eight thousand and 00/100

- (\$8,000.00) dollars per year with a new system which only costs one thousand two hundred and 00/100 (\$1,200.00) dollars per year;
- 4. We have installed a credit card machine which has cut office traffic down fifty (50%) percent;
- 5. We have prepared a thorough display in the front of our department which provides guidelines for people to follow relative to the inspection process;
- 6. We did approximately five thousand, one hundred thirty-five (5, 135) inspections last year;
- 7. In the Riegelwood area, we have approximately sixty (60) site-built houses which were destroyed by the tornado, and approximately five to seven (5-7) houses that are being repaired from damage incurred by the tornado; **and**
- 8. Our total expenditures for last year were two hundred fifty-five thousand, one hundred forty-nine and 88/100 (\$255,149.88) dollars, and we brought in three hundred eight thousand, three hundred eighty, and 68/100 (\$308,380.68) dollars, which equates to a difference of fifty-three thousand, two hundred thirty, and some odd cents (\$53,000.00+) dollars which went back into the General Fund.

## Agenda Item #10: <u>BUILDING INSPECTIONS - APPROVAL of CHANGE on FEE</u> SCHEDULE:

Ray Reeves, Building Inspections Director, requested Board approval to change the Remodel (Office Area) fee, under the Commercial/Industrial Building Section. Mr. Reeves stated the following:

- 1. Our present fee is one hundred and 00/100 (\$100.00) dollars with no size stipulated;
- 2. This request came about when Southeastern Community College remodeled an office area which involved five thousand, five hundred (5,500) square feet;
- 3. The contractor contacted me and asked what the fee would be, and when I told him he was shocked at how low the fee was;
- 4. I recommend the fee be increased to give us more lead way; and
- 5. Under State Guidelines, community colleges are considered a business and not educational.

Commissioner Memory made a motion to approve the change on the Fee Schedule, under Commercial / Industrial Building Permit, Remodel (Office Area), from one hundred and 00/100 (\$100.00) dollars, to be as follows - "Up to 1,000 Square Feet - \$100.00, and above 1,000 Square Feet, add \$ .10 per Square Foot". This motion was seconded by Vice Chairman Prevatte. The motion unanimously carried.

#### **OTHER:**

# BUILDING INSPECTIONS - APPROVAL of REQUEST by TOWN of BRUNSWICK for PERFORMANCE of all INSPECTIONS:

Ray Reeves, Building Inspections Director, stated he had received a letter from the Town of Brunswick requesting the County to perform all four (4) trades of inspection for them.

Jim Varner, County Manager, stated the following:

- 1. Administration received a letter relative to this matter, and was not able to get the issue cleared up last week;
- 2. The Mayor asked us to get in touch with Al Leonard before we decided to do anything;
- 3. We contacted Al Leonard who is the consultant for the Town of Brunswick and he stated this was okay with him; **and**
- 4. They are asking us to do the inspections for the Town.

Mr. Reeves stated the following:

- 1. At the present time, we do have an Agreement with the Town of Brunswick in which we do some of the inspections;
- 2. Their inspector is retiring and they are asking that the County perform all four (4) trades of inspections; **and**
- 3. The County Attorney can take the old Agreement and add the additional trades they are requesting the County to perform.

Commissioner Norris made a motion to approve the Columbus County Building Inspections Department to perform all four (4) trades of inspections for the Town of Brunswick, and for Steven W. Fowler, Columbus County Attorney, to revise the existing Agreement to include the additional trades being requested, seconded by Commissioner Bullard. The motion unanimously carried.

Agenda Item #11: ORDINANCE - APPROVAL to RESCIND the EXISTING "An

ORDINANCE REGULATING the ASSESSMENT and COLLECTION of SOLID WASTE USER FEES in COLUMBUS COUNTY", and BOARD APPROVAL and ADOPTION of a NEW "An ORDINANCE REGULATING the ASSESSMENT and COLLECTION of SOLID WASTE USED FEES: COLUMBUS COLUMBUS."

**WASTE USER FEES in COLUMBUS COUNTY":** 

Leroy Sellers, Solid Waste Director, requested Board approval to rescind the existing Ordinance and approval and adoption of a <u>new</u> Ordinance. (This will be the second reading.) **This item was tabled at the August 06, 2007 Board Meeting.** The first reading was held at the August 20, 2007 Board Meeting.

Commissioner McKenzie made a motion to approve the rescinding of the existing "An Ordinance Regulating the Assessment and Collection of Solid Waste User Fees in Columbus County", and to approve and adopt the new "An Ordinance Regulating the Assessment and Collection of Solid Waste User Fees in Columbus County", seconded by Commissioner Gore. The motion unanimously carried. To review the contents of this Ordinance, see the August 20, 2007 Board Minutes.

#### **Agenda Item #13: BICENTENNIAL COMMITTEE - UPDATE:**

Commissioner Gore requested Kandance Whitehead, Chairperson of the Columbus County Bicentennial Committee, to deliver an update to the Board on the status of this committee. Ms. Whitehead delivered the following update to the Board.

- 1. We did manage to pass a set of by-laws for this committee at our meeting last Thursday;
- 2. This was the first meeting in which we actually had a quorum to allow us to transact any business:
- 3. Our next meeting is scheduled for September 19, 2007, at 11:30 A.M.;
- 4. The members are butting heads and the attendance is very poor;
- 5. We are experiencing a lot of conflict among the members;
- 6. I have one (1) member who thinks we should only have one (1) float to participate in all of the parades for the entire event;
- 7. We have had seven (7) meetings thus far, and many of the Commissioners' appointments have not attended any of the meetings;
- 8. Our time is running short;
- 9. There seems to be some discrepancy as to the celebration date, due to the fact the bill was introduced on November 21, 1808, it had to be read at least three (3) times, and it was finally read and ratified on December 15, 1808;
- 10. The date I have in mind will be late November or early December, 2008;
- 11. After the next scheduled meeting on September 19, 2007, I will have a date for you;
- 12. Some of the ex-officio members, who have no voting power, are attending every meeting that is scheduled; **and**
- 13. I highly recommend your consideration of removing your present appointments and replacing them with the ex-officio members.

After discussion was conducted relative to what could be done to speed this process up and to achieve better coordination on the committee, it was the general consensus of the Board for Ms. Whitehead to contact each Commissioner regarding the attendance of their individual appointees.

# Agenda Item #14: ECONOMIC DEVELOPMENT - ACCEPTANCE of GRANT and APPROVAL of DOCUMENTS for TOP TOBACCO, L.P.:

James Hinkle, Economic Development Director, requested Board acceptance and approval of the following:

- A. Acceptance of \$150,000 One North Carolina Fund Grant;
- B. Approval of the Local Government Grant Agreement; and
- C. Approval of the Company Performance Agreement.

Mr. Hinkle stated the following:

- 1. At the March 19, 2007 Board Meeting, the Commissioners approved an Incentive Policy for Project Top Tobacco Expansion for a \$16.8 million expansion;
- 2. Administration applied for a grant through The One North Carolina Fund, and was awarded the grant in the amount of one hundred fifty thousand, and 00/100 (\$150,000.00) dollars; **and**
- 3. The Governing Body needs to accept this grant, approve The Local Government Grant Agreement and approve the Company Performance Agreement.

Commissioner Memory made a motion to accept The One North Carolina Fund Grant in the amount of one hundred fifty thousand and 00/100 (\$150,000.00) dollars, approve the Local Government Grant Agreement and the Company Performance Agreement, seconded by Commissioner McKenzie. The motion unanimously carried. These documents will be marked as Exhibit "A" and Exhibit "B", and filed in the Minute Book Attachments, Book Number 2, for review.

# Agenda Item #15: PLANNING - SINGLE FAMILY REHABILITATION GRANT 2007 (SFR 2007), APPROVAL of PROFESSIONAL SERVICES AGREEMENT:

Leo Hunt, Interim Finance Officer, requested Board approval to enter into the following Agreement for Professional Services 2007 NCHFA-A-SFR Program, with The Wooten Company for the Single Family Rehabilitation Grant.

## AGREEMENT FOR PROFESSIONAL SERVICES 2007 NCHFA-SFR PROGRAM

This Agreement is made this 4th day of September, 2007 between L. E. Wooten & Company d/b/a The Wooten Company, a North Carolina corporation, ("CONSULTANT") and the County of Columbus, a body politic organized and existing pursuant to the laws of the State of North Carolina, ("CLIENT").

- 1. <u>Services</u>: CONSULTANT agrees to perform Basic Services and (if properly requested in writing) Additional Services at the rates and in the manner described in the Scope of Work, attached hereto as Exhibit A reference (the "Services" or "Work") which is hereby incorporated as if fully set forth herein.
- 2. <u>Authorization</u>: CLIENT authorizes CONSULTANT to begin performing these services upon the execution of this Agreement. **Execution of this Agreement, as it is defined in this agreement, is the date of signature of the Columbus County Board of Commissioners Chairman as noted in this agreement.**
- 3. Payment of Invoices: CONSULTANT will submit invoices to CLIENT based on hourly or cost plus rates or, if the SERVICES are being performed on a lump sum basis, based upon CONSULTANT's estimate of the proportion of the total services actually completed during the billing period. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (18% annually) per month not to exceed the maximum rate allowed by law for any payment received by CONSULTANT more than thirty (30) calendar days from the date of the invoice.
- 4. <u>Disputed Invoices:</u> If CLIENT disputes any part of an invoice, CLIENT will notify CONSULTANT in writing of such dispute within thirty (30) days of the date of such invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, CONSULTANT may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.
- 5. <u>Subconsultants/Subcontractors</u>: CLIENT understands and agrees that CONSULTANT may desire to hire subconsultants to assist in the performance of the Services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- 6. <u>Standard of Care</u>: CONSULTANT provides no express or implied warranties or guarantees of any kind. CONSULTANT only agrees that the standard of care for all Services performed or

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furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality.

- 7. <u>Claims for Consequential Damages</u>: CONSULTANT and CLIENT waive consequential damages, including lost profits, for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph Twenty-Two herein.
- 8. Notification of Breach or Delay: CLIENT shall provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault, defect or delay in the CONSULTANT's work or the work of any subcontractor or subconsultant, including any error, omission or inconsistency in such work or any alleged breach of contract by CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) business days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against CONSULTANT arising out of such fault, defect, delay, error, omission, inconsistency or breach.
- 9. <u>Certifications:</u> CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon CONSULTANT's signing any such certification or document. **CONSULTANT does certify its work product pursuant to the terms of this agreement and shall sign any document reasonably related to certify said work product.**
- 10. <u>Contractor's Work</u>: CONSULTANT shall not supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, procedures, safety policies or practices selected by Contractor. Likewise, CONSULTANT shall have no responsibility or liability for jobsite safety or any failure of Contractor to comply with plans, specifications, laws, regulations, or other documents applicable to Contractor's Work. Contractor, as defined by this document, is any third party who has been hired by CONSULTANT to perform duties reasonably related to the scope of work by CONSULTANT of this Agreement.
- 11. <u>Buried Utilities</u>: CLIENT, to the extent of its knowledge, will furnish to CONSULTANT information identifying the type and location of utilities and other manmade objects beneath the surface of the project site.
- Documents and Records: The CLIENT will furnish or cause to be furnished to the 12. CONSULTANT such reports, data, studies, plans, specifications, documents and other information deemed necessary by the CONSULTANT for proper performance of the CONSULTANT's services. The CONSULTANT may rely upon the documents so provided in performing the services required under this Agreement; provided, however, that the CONSULTANT assumes no responsibility or liability for their accuracy. All documents, including, but not limited to, maps, drawings, specifications, reports, logs, field notes, laboratory test data, calculations and estimates, prepared by the CONSULTANT pursuant to this Agreement ("Records"), shall be the CONSULTANT's sole property. Upon execution of this Agreement, the CONSULTANT grants to the CLIENT a nonexclusive license to reproduce the CONSULTANT's Records reasonably related to the purposes of the Project, provided that the CLIENT shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The CLIENT agrees that all Records furnished to the CLIENT or the CLIENT's agents or designees, if not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever that is not reasonably related to the purposes of this Agreement. The CONSULTANT agrees that if it is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the CLIENT to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Records solely for purposes of completing, using and maintaining the Project. The CLIENT shall be permitted to authorize the Contractors, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Records appropriate to and for use in their execution of the work by license granted above. The CLIENT further agrees that under no circumstances shall any documents produced by the CONSULTANT pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the CONSULTANT's prior written permission. Any use of the Records beyond the purpose

for which they were created without CONSULTANT's written authorization will be at CLIENT's sole risk, and CLIENT shall indemnify, defend and hold harmless CONSULTANT against any and all claims, lawsuits, damages, expenses, penalties, fines, costs or other liabilities arising out of or resulting from such use. CONSULTANT will retain these Records for a period of five (5) years following completion of this project **as mutually agreed upon by the parties to this Agreement.** During this time, CONSULTANT will reasonably make available the records to the CLIENT. CONSULTANT may charge a reasonable fee in addition to its professional fees for retrieving or copying such records. CLIENT shall rely only on hard copies of documents provided by CONSULTANT. **CLIENT** waives any claim against CONSULTANT for discrepancies between electronic versions and hard copies of documents.

- 13. Opinion of Cost: Since CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or marker conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction, remediation and materials, are opinions only. CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable cost prepared by it. If at any time CLIENT wishes greater assurances as to the amount of any cost, CLIENT shall employ an independent cost estimator to make such determination. Services required to bring costs within any limitation established by CLIENT will be paid for as additional services hereunder by CLIENT.
- 14. <u>Change Orders</u>: CONSULTANT will treat as a change order any written order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. CONSULTANT will give CLIENT written notice within ten (10) days of the change order of any resulting increase in fee. Unless CLIENT objects in writing within five (5) days, the change order becomes a part of this Agreement.
- 15. <u>Third-Party Rights</u>: This agreement is solely for the benefit of the parties hereto and nothing herein, express or implied, is intended to confer any right or remedy on any person other than CLIENT and CONSULTANT.
- 16. Safety: CONSULTANT shall not be responsible for Site safety and shall have no right or obligation to direct or stop the work of CLIENT's contractors, agents, or employees.
- 17. Force Majeure: CONSULTANT and CLIENT shall not be responsible to one another for any delays, damages, costs, expenses, liabilities or other problems that may arise as a result of a force majeure. A "force majeure" is defined as any event arising from causes beyond the reasonable control of CONSULTANT and/or CLIENT, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, acts or failures of government.
- 18. Indemnity: CLIENT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the CONSULTANT from and against any and all claims, liabilities, losses, damages, costs or expenses, including, without limitation, reasonable attorneys fees, awards, fines, damages or judgments arising out of or relating to, any or all of the following: (a) any inaccurate, insufficient or incomplete information provided to CONSULTANT by CLIENT and any and all actions, advice, decisions or judgments made or recommended by CONSULTANT in reasonable reliance on such information; (b) any events, problems or circumstances arising out of or related to CLIENT's negligence or breach of this Agreement; © any and all claims or liabilities resulting from CLIENT's (or CLIENT's agents, employees or representatives) violation of federal, state or local statutes, regulation ordinances, including but not limited to, statutes, regulations and ordinances related to the handling, removal, disposal, treatment, or transportation of hazardous substances or constituents; (d) all claims and liabilities resulting from or related to Site conditions or hazardous substances or constituents introduced at the Site by any person or entity other than CONSULTANT; and (e) any claim or lawsuit against CONSULTANT arising out of or in any way related to materials, elements, hazardous substances or constituents at or from the CLIENT's facility, including, but not limited to any claims of injuries, illness or disease from such materials, elements, hazardous substances or constituents.

To the fullest extent allowed by law, CONSULTANT assumes responsibility for and shall hold harmless, defend and indemnify the **CLIENT** against all liability, claims, judgments, losses, costs, and expense, including, without limitation reasonable attorneys fees, awards, fines, damages or judgments for any and all injury, loss, or damage to persons or property, including fines by any Federal or State agency, and also including personal injury or property damage to **CONSULTANT**, The Wooten Company, Inc., it's employees, agents alld citizens on account of or in any way arising out of or relating to CONSULTANT's negligence rendering professional services under this

Agreement.

- 19. Hazardous Substances and Constituents. The CLIENT agrees to advise the CONSULTANT upon execution of this Agreement of any, **reasonably known to the CLIENT**, hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. The CLIENT agrees to provide continuing information as it becomes available to the attention of the CLIENT in the future. By virtue of entering into this Agreement or of providing services hereunder, the CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project Site that may present a potential danger to the public, health, safety or environment except where required of the CONSULTANT by law. The CLIENT agrees to notify the appropriate federal, state or local public agencies as required by law, of any information that may be necessary to prevent any danger to health, safety or the environment.
- 20. <u>Representatives and Notices</u>: On behalf of CONSULTANT, only the following individuals **ONLY** have authority to modify or alter the terms and conditions of this agreement in writing, upon mutual agreement of the Parties to this Agreement.

Amos L. Moore – President Dan K. Boone - Vice President V. Stephen Player - Secretary-Treasurer

All notices required pursuant to this agreement shall be given in writing, shall be sent via facsimile, certified registered mail, or by a national courier service to the individuals and addresses set forth below.

Notices to CONSULTANTS shall be sent to: 120 N. Boylan Avenue

Raleigh, NC 27603

Notices to CLIENT shall be sent to: 111 Washington Street

Whiteville, NC 28472

- 21. <u>Assignment/ Status</u>: The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the **prior** written consent of CONSULTANT. CONSULTANT will not delegate, assign, sublet, or transfer its interest in this Agreement without the **prior** written consent of CLIENT. CONSULTANT is an independent contractor and not the agent or employee of CLIENT.
- 22. <u>Termination</u>: Either party may terminate the Services with or without cause upon thirty (30) **calendar** days advance written notice. In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to **CLIENT transmission of written notice, by U.S. Mail or Electronic Mail of** termination, together with Reimbursable Expenses then due and all Termination Expenses as defined herein. Reimbursable Expenses include mileage at the rate of \$0.45 per mile. Termination Expenses are in additional to compensation for the services of the Agreement and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated, including, non-cancelable commitments, cancellation charges of vendors and subcontractors and all demobilization costs.
- 23. <u>Community Relations</u>: CONSULTANT acknowledges that CLIENT or its designated representative shall be responsible for handling public and community relations activities concerning the Scope of Work undertaken pursuant to this Agreement. Except for statements made by CLIENT or statements contained in any report CLIENT makes which becomes public, CONSULTANT shall not refer to CLIENT in any advertising or public announcement without CLIENT's prior written consent.
- 24. <u>Severability</u>: If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The Court shall instead reform or replace any void or unenforceable provision with a valid and enforceable provision that gives meaning to the intention of the provision or shall strike the provision from the agreement.
- 25. <u>Survival.</u> All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the

CONSULTANT shall survive the completion of the services and the termination of this Agreement.

- 26. <u>Complete Agreement:</u> The Parties acknowledge this Agreement, including the Scope of Work attached hereto constitutes the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties.
- 27. <u>Applicable Law</u>. This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

COLUMBUS COUNTY	L. E. WOOTEN & COMPANY dba		
	THE WOOTEN COMPANY		
BY:/s/ <b>SAMMIE JACOBS</b>	BY:		
Name: Sammie Jacobs	Name:		
Title: Chairman	Title:		
Witness:	Witness:		
This instrument has been pre audited in the material Control Act.	nner required by the Local Government Budget and Fiscal		
Finance Officer			
Date of Signature of Chairman of the Columb	us County Board of Commissioners Chair		

#### **EXHIBIT A**

#### 1.0 SCOPE OF SERVICES

The Consultant will provide technical services and administrative assistance for a \$400,000 North Carolina Housing Finance Agency (NCHFA) FY 07 Single Family Rehabilitation (SFR) Program. The program consists of rehabilitation of eight (8) homes occupied by low and moderate income homeowners.

#### 1.1 Administration

Consultant will provide general management/oversight/coordination of the SFR Project. Activities include project setup, project-related outreach, eligibility determination, public information, loan processing and intake project monitoring including preparation of NCHFA-required progress reports and written quarterly progress reports to County staff.

#### 1.2 Service Delivery

Consultant will provide technical services directly associated with the rehabilitation of eligible units. Such services will include:

- 1.2.1 Outreach and intake associated with eligible homes.
- 1.2.2 For homes selected by Columbus County, preparation of work write ups, cost estimates and blower door tests.
- 1.2.3 Preparation of project related documents and forms including Housing Rehabilitation Contractors Handbook
- 1.2.4 Preparation of bid packages, attendance at bid openings and preparation of a recommendation to Columbus County staff.
- 1.2.5 Provide draft grant agreement and construction contract (Columbus County attorney to oversee document signing).
- 1.2.6 Attend pre-construction conferences with contractor, homeowner and County staff.
- 1.2.7 Conduct site specific environmental review for each eligible home.
- 1.2.8 Provide construction observation, appropriate to the stage of rehabilitation and prepare recommendations for partial and final payments to contractors.

- 1.2.9 Conduct post construction conference with homeowner and contractor.
- 1.2.10 Maintain rehabilitation files.

#### 1.3 Services Provided by the County

- 1.3.1 Designate, in unit, a person to act as County's representative with respect to this work performed. Such person shall have complete authority to transmit instructions, receive information, interpret and define County's policies
- 1.3.2 If available, provide Consultant with lists of County approved applicants and contractors.
- 1.3.3 Grant agreement/construction contract signatures and execution of all construction and loan related documentation.
- 1.3.4 Grant funds received for this project will also be used for payment of reasonably related legal recording fees; title insurance and any reasonable legal fees under the scope of this Agreement. The Columbus County Attorney's Office will perform title searches and reasonable document preparation and loan closings for this project upon mutual agreement of the Parties to this Agreement.

#### 2.0 COMPENSATION

Compensation for the above mentioned scope of services will not exceed Sixty Three-Thousand Dollars (\$63,000), without **prior written** permission of the County.

#### 3.0 METHOD OF PAYMENT

Payments will be requested in accordance with the provisions of the NCHFA SFR Program Administrator's Manual, January 2007. Monthly invoices will be submitted to the County based upon work accomplished during the invoice period.

#### 4.0 TIME OF PERFORMANCE

Service provided herein will be completed within twenty four (24) months from the date of this Agreement, unless an extension is approved by NCHFA and the County.

#### 5.0 ADDITIONAL SERVICES

In the event that the County desires additional services whose cost is in excess of the maximum compensation payable provided for hereabove, a written amendment to this Agreement may be negotiated, mutually agreeable to both parties, to increase the maximum compensation payable.

Jim Varner, County Manager, stated the following:

- 1. This was placed out for bid and two (2) bids were received, the Wooten Company at \$63,000.00 and the Adams Company at \$64,000.00;
- 2. I called some folks I know and they say the Wooten Company has done extensive work along this order and is a reputable company;
- 3. The Adams Company has never dealt with a grant of this nature; and
- 4. The Post Approval Documents were approved at the February 19, 2007 Board Meeting.

Vice Chairman Prevatte asked Mr. Varner if the \$63,000 were coming from the grant money. Mr. Varner replied stating yes.

Commissioner Gore asked Mr. Varner why was The Adams Company, Incorporated placed on the application that was filed stating they would administer the grant. Mr. Varner stated that Stevie Cox, former County Planner, had filled out the application.

Steve Player with the Wooten Company stated the following:

- 1. We have been in business since 1936 and have done work in the areas of Lumberton, Fairmont and Maxton;
- 2. Warren Wooten and Brenda Nolan will be working with me on this project; and
- 3. We have done work with the City of Whiteville and several counties.

Commissioner Gore asked Mr. Wooten who would choose the houses to be done. Mr. Wooten replied stating the following:

- 1. This will be a turn-key job;
- 2. We will be making recommendations to staff; and
- 3. I will be consulting with the County Attorney, Building Inspections, Mr. Varner and the final decision will be brought before the Board for approval.

A roll-call vote was taken with the following results:

AYES: Chairman Jacobs, Vice Chairman Prevatte, Commissioners McKenzie, Memory,

Norris and Bullard

**NAYS:** Commissioner Gore.

The motion passed on a six (6) to one (1) vote.

**Agenda Item #16: RESOLUTION - RESOLUTION of APPRECIATION to the LOCAL** 

LEGISLATION for RELIEVING COLUMBUS COUNTY of

**MEDICAID**:

June B. Hall, Clerk to the Board, requested Board approval and adoption of the following Resolution of Appreciation to Our Local Legislators for Relieving Columbus County of Medicaid.

## RESOLUTION of APPRECIATION to OUR <u>LOCAL LEGISLATORS</u> for RELIEVING COLUMBUS COUNTY of MEDICAID

**WHEELERS**, relieving counties of the Medicaid burden was the Number One legislative goal for all counties; **and** 

**WHEREAS**, every member of the 2007 North Carolina General Assembly recognized and supported the need for Medicaid relief; **and** 

**WHEREAS,** every member of the House of Representatives supported House Bill 1424, which would have provided a permanent cap and additional targeted relief; **and** 

**WHEREAS,** every member of the Senate supported provisions of the budget to eliminate the county Medicaid share completely; **and** 

**WHEREAS,** Governor Mike Easley publicly expressed his supported on numerous occasions; and

WHEREAS, a negotiating team with representatives from the House, the Senate and the Governors's Office reached consensus on a solution to relieve counties of their Medicaid burden; and

WHERE, this solution is fair and equitable to all parties; and

WHEREAS, this solution protects municipal revenues, allows the state to phase in the assumption of the county Medicaid share over three (3) years while gradually assuming sufficient county revenues to cover the increased costs, does not force counties to raise property or sales taxes to receive Medicaid relief and provides additional revenue authority to counties faced with rapidly increasing infrastructure needs.

**NOW, THEREFORE, BE IT RESOLVED** the Columbus County Board of Commissioners commends and expresses our appreciation to our local legislators for proving themselves to be true **"Friends of Columbus County"**.

**APPROVED** and **ADOPTED** this the 4<sup>th</sup> day of September, 2007.

COLUMBUS COUNTY BOARD OF COMMISSIONERS
/s/ SAMMIE JACOBS, Chairman
ATTESTED BY:
/s/ JUNE B. HALL, Clerk to Board

Chairman Jacobs stated the Board would approve this document tonight, and we would like for the Clerk to the Board to prepare a Resolution bearing all Board members' signatures for personal presentation to our local legislators for their help.

Commissioner Memory made a motion to approve the Resolution of Appreciation to the Local Legislation for Relieving Columbus County of Medicaid, seconded by Commissioner Norris. The motion unanimously carried.

#### Agenda Item #17: PROCLAMATION - FALL LITTER SWEEP 2007:

Leroy Sellers, Solid Waste Director, requested Board approval and adoption of the following Fall Litter Sweep 2007.

## FALL LITTER SWEEP 2007 by the COUNTY OF COLUMBUS A PROCLAMATION

WHEREAS, the County of Columbus organizes an annual fall countywide roadside cleanup to ensure clean and beautiful roads in Columbus County; and

WHEREAS, the fall 2007"LITTER SWEEP" roadside cleanup will take place September 15-September 29, 2007 and we encourage local governments, businesses and communities, civic and professional groups, churches, schools, families and individual citizens to participate in the Columbus County cleanup by sponsoring and organizing local roadside cleanups; and

WHEREAS, Adopt-A-Highway volunteers, Columbus County employees, Department of Correction inmates and community service workers, community leaders, local government agencies, community and civic organizations, businesses, churches, schools and environmentally concerned citizens annually conduct community cleanups during "LITTER SWEEP" and may receive certificates of appreciation for their participation; and

**WHEREAS**, the 2007 Fall cleanup will celebrate the 19<sup>th</sup> anniversary of the North Carolina Adopt-A-Highway Program and its 6,000 volunteer groups that donate their labor and time year round to keep our roadsides clean; **and** 

WHEREAS, the great natural beauty of our County and a clean environment are sources of great pride for all Columbus Countians, attracting tourists and aiding in recruiting new industries; and

WHEREAS, the cleanup will increase awareness of the need for cleaner roadsides, emphasize the importance of not littering and encourage recycling of solid wastes; and

**WHEREAS**, the "*LITTER SWEEP*" cleanup will be a part of educating the children of this great County regarding the importance of a clean environment to the quality of life in Columbus County.

**NOW, THEREFORE,** we, the Columbus County Board of Commissioners, do hereby proclaim **September 15 - September 29, 2007**, as "FALL LITTER SWEEP" time in Columbus County, and encourage citizens to take an active role in making their communities cleaner.

**ADOPTED** this the 4th day of September, 2007.

**COLUMBUS COUNTY BOARD OF COMMISSIONERS** /s/ **SAMMIE JACOBS, Chairman** 

ATTESTED BY:
JUNE B. HALL, Clerk to Board

Commissioner Memory made a motion to approve and adopt the Fall Litter Sweep 2007 by the County of Columbus, A Proclamation, seconded by Commissioner Bullard. The motion unanimously carried.

# Agenda Item #18: PUBLIC HEARING - ESTABLISHMENT of DATE for SECONDARY ROAD CONSTRUCTION PROGRAM (SEPTEMBER 17, 2007, 6:30 P.M.:

At the request of Drew Cox, District Engineer with the North Carolina Department of Transportation, Chairman Jacobs requested the Board to establish September 17, 2007, at 6:30 P.M., as the date and time to conduct a Public Hearing for the Secondary Road Construction Program.

Commissioner Norris made a motion to establish September 17, 2007, at 6:30 P.M., as the date and time to conduct a Public Hearing for the Secondary Road Construction Program, seconded by Commissioner Gore. The motion unanimously carried.

## **Agenda Item #19: APPOINTMENTS - COMMITTEE/BOARDS:**

June B. Hall, Clerk to the Board, requested the following appointments/re-appointments be made to the following boards/committees.

COMMITTEE	ZONE/ EB	PERSON(S)	EXPIR. DATE	BOARD ACTION
Housing Advisory Committee	IV	Marshall Shepherd (Deceased)	06-30-2007	Hold
Juvenile Crime Prevention Council	III V	Jerry Jacobs -Vacant-	06-30-2007 06-30-2007	Hold Hold
Library Board of Trustees	II	Robert L. Young	06-30-2007	Hold
Nursing/Adult Care Home Joint Community Advisory Comm Motion: Commissioner Bullard Second: Commissioner Gore	ЕВ	-Vacancy- (Reba Bowen Resigned)		Betty Goodman
Planning Board	IV	Ivan Wilson (Resigned)	09/30/2007	Hold

#### Agenda Item #20: <u>CONSENT AGENDA ITEMS</u>:

Commissioner Norris made a motion to approve the following Consent Agenda Items, seconded by Commissioner McKenzie. The motion unanimously carried.

### A. **Budget Amendment**:

ТҮРЕ	ACCOUNT	DETAILS	AMOUNT
Expenditure	10-5182-512100	Salaries & Wages - Regular	8,000
	10-5182-512700	Salaries/Wages-Longevity	-0-
	10-5182-518100	FICA	612
	10-5182-518200	Retirement	394
	10-5182-518300	Insurance	3,332
	10-5182-518301	Insurance - Retirees	-0-
	10-5182-518400	401 K Contribution	160
	10-5182-518910	Christmas Bonus	-0-
	10-5182-526000	Office Supplies	1,000
	10-5182-526001	Departmental Supplies	58,902
	10-5182-532101	Postage	100
	10-5182-531100	Travel	5,000
Revenue	10-3518-489060	Misc Revenue - Wells	37,500
	10-3518-430160	Well Grant	40,000

## B. September 04, 2007 Tax Refunds and Releases:

# TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office); September 04, 2007

Refunds Name: Canty, John W. Amount: \$189.54 Value: \$24,300.00 Year 003 Account # 01-12383 Bill # 32920 Total \$388.41 Refund the value of a house, the Brunswick Fire (17.01) and the Whiteville Rescue (4.86). The home burned in 2001. Total refund will be \$411.71 which includes \$23.30 interest.

290 Twin Pines Rd. Whiteville NC 28472

Name: Canty, John W. \$189.54 Refunds Amount: \$24,300.00 Account # 01-12383 Value: Year 004 Bill # 89098 Total \$388.41 Refund the value of a house, the Brunswick Fire (17.01) and the Whiteville Rescue (4.86). The house burned in 2001. Total refund will be \$407.83 which includes \$19.42 interest. Whiteville, 290 Twin Pines Rd. 28472 NC

Name: Canty, John W. Refunds Amount: \$197.10 \$27,000.00 Account # 01-12383 Value: Year 005 Bill # 92884 Total \$398.40 Refund the value of a house, the Brunswick Fire (18.90), the Whiteville Rescue (5.40). The house burned in 2001. The total refund will be \$418.32 which includes \$19.92 interest. 290 Twin Pines Rd. Whiteville NC 28472

Refunds Name: Canty, John W. Amount: \$206.55
Value: \$27,000.00 Year 006 Account # 01-12383 Bill # 23681 Total \$423.85
Refund the value of a house, the Brunswick Fire (18.90) and the Whiteville Rescue (5.40). The total refund will be \$453.92 which includes \$29.67 interest. The house burned in 2001.
290 Twin Pines Rd. Whiteville NC 28472

Refunds Name: Davis, Joshua Amount: \$95.94 Value: \$12,300.00 Year 004 Account # 13-09864 Bill # 92188 Total \$185.40 Refund the value of a house and the Columbus Rescue fee. The house was torn down by the Town of Chadbourn in 2003.

PO Box 8 Chadbourn NC 28431

Refunds Name: Davis, Joshua Amount: \$158.41 Value: \$21,700.00 Year 005 Account # 13-09864 Bill # 96022 Total \$253.23 Refund the value of a house and the Columbus rescue. The house was torn down by the City of Chadbourn in 2003.

PO Box 8 Chadbourn NC 28431

Refunds Name: Davis, Joshua Amount: \$166.01 Value: \$21,700.00 Year 006 Account # 13-09864 Bill # 26879 Total \$276.35 Refund the value of a house and the Columbus Rescue fee. The house was torn down by the City of Chadbourn in 2003.

PO Box 8 Chadbourn NC 28431

Refunds Name: Elliott, William Amount: \$0.00 Value: \$0.00 Year 007 Account # 07-05145 Bill # 48694 Total \$193.00 Refund one of four user fees. One mobile home is vacant and does not have a trash can.

899 Carl Pressley Rd. Lexington, NC 27295

Refunds Name: Faulk, Guy Amount: \$0.00 Value: \$0.00 Year 006 Account # 07-01941 Bill # 29365 Total \$193.00 Refund user fee that was prepaid.

11646 Seven Creeks Hwy Nakina, NC 28455

Refunds Name: Faulk, Guy Amount: \$0.00 Value: \$0.00 Year 006 Account # 07-01941 Bill # 29365 Total \$103.25 Refund prepaid user fee. Trash can never delivered.

11646 Seven Creeks Hwy Nakina NC 28455

Refunds Name: Faulk, Guy Amount: \$0.00

Value: \$0.00 Year 007 Account # 07-01941 Bill # 49507 Total \$112.56

Refund a portion of the user fee. Did not have a can for the full year.

11646 Seven Creeks Hwy. Nakina NC 28455

Refunds Name: Graham, Justin Amount: \$0.00 Value: \$0.00 Year 007 Account # 01-02556 Bill # 53511 Total \$88.30

Refund a portion of the user fee. House burned Feb. 2007 and trash can removed.

PO Box 21 Lake Waccamaw NC 28450

 Refunds
 Name: Stancil, Stephen
 Amount:
 \$0.00

 Value:
 \$0.00
 Year 007
 Account # 07-00846
 Bill # 75503
 Total
 \$193.00

Refund user fee on a mobile home that is vacant and does not have a trash can.

388 Stancil Way Tabor City NC 28463

# TAX RELEASES (as submitted to the Governing Body Office from the Tax Office): September 04, 2007

Release the Property Value in the name of American Home Care Inc. Amount: \$38.70 Value: \$4,748.00 Year: 2007 Account # 01-04378 Bill # 7799 Total \$39.65 Release the value of a business and the Whiteville Rescue fee. The business closed in 2005.

Release the Property Value in the name of Antone, Calvin Amount: \$8.15 Value: \$1,000.00 Year: 2007 Account # 12-00534 Bill # 7987 Total \$202.19 Release the value of a boat and the Columbus Rescue. The boat is listed in Robeson County.

Release the Property Value in the name of Avant, James T. Amount: \$456.40 Value: \$56,000.00 Year: 2007 Account # 12-03142 Bill # 8182 Total \$518.00 Release the value of a double wide, the Columbus Rescue (11.20) and W2 (50.40). The home is double listed in the name of James and Linda Avant.

Release the Property Value in the name of Barnett, Cathye Amount: \$17.05 Value: \$2,335.00 Year: 2005 Account # 08-00754 Bill # 8207 Total \$19.27 Release the value of a boat and the Columbus Rescue. The boat was sold in 2001. Owner deceased.

Release the Property Value in the name of Barnett, Cathye Amount: \$15.19 Value: \$1,985.00 Year: 2006 Account # 08-00754 Bill # 8892 Total \$17.15 Release the value of a boat and the Columbus Rescue. The boat was sold in 2001. Owner deceased.

Release the Property Value in the name of Barnett, Cathye Amount: \$14.56 Value: \$1,787.00 Year: 2007 Account # 08-00754 Bill # 8844 Total \$16.41 Release the value of a boat and the Columbus Rescue fee. The boat was sold in 2001. Owner deceased.

Release the Property Value in the name of BB&T Leasing Corp. Amount: \$72.54 Value: \$8,901.00 Year: 2007 Account # 01-01922 Bill # 9362 Total \$74.32 Release a portion of the business personal and a portion of the Columbus Rescue. Keyed in wrong year for equipment.

Release the Property Value in the name of Best, Evans Amount: \$49.73 Value: \$6,500.00 Year: 2006 Account # 01-05341 Bill # 0010 Total \$51.03 Release the property value and the Whiteville Rescue. The property is double listed in the name of Arleta F. Bowers.

Release the Property Value in the name of Best, Evans Amount: \$52.98 Value: \$6,500.00 Year: 2007 Account # 01-05341 Bill # 9983 Total \$54.28 Release the property value and the Whiteville Rescue. The property is double listed in the name of Arleta F. Bowers.

Release the Property Value in the name of Boyd, Andrew Amount: \$317.85 Value: \$39,000.00 Year: 2007 Account # 14-01138 Bill # 0998 Total \$549.85 Release the value of a house, the Welches Creek Fire (31.20) and the Columbus Rescue (7.80). The home is double listed in the name of Aaron Boyd.

Release the Property Value in the name of Boys & Girls Home of NC Amount: \$151.30 Value: \$18,565.00 Year: 2007 Account # 08-50087 Bill # 1043 Total \$155.01 Release the value of (3) boats and the Columbus Rescue. The boats are tax exempt.

Release the Property Value in the name of Buck, Fred Amount: \$17.93 Value: \$2,200.00 Year: 2007 Account # 07-00840 Bill # 2246 Total \$20.13 Release the property value, the Nakina Fire (1.76) and Columbus Rescue (.44). Customer should be billed with one acre only.

Release the Property Value in the name of Butler, Virgle Amount: \$34.56 Value: \$4,241.00 Year: 2007 Account # 05-02924 Bill # 3013 Total \$35.41 Release the value of a jet ski and the Whiteville Rescue. The boat in listed in Bladen County.

Release the Property Value in the name of Byrd, Alice Amount: \$38.36 Value: \$4,707.00 Year: 2007 Account # 07-04126 Bill # 3048 Total \$48.41 Release the value of a boat, the Yam City Fire (4.71) and the Columbus Rescue (.94). The boat is listed in S.C..

Release the Property Value in the name of Byrd, Alice Amount: \$40.01 Value: \$5,230.00 Year: 2006 Account # 07-04126 Bill # 3034 Total \$50.92 Release the value of a boat, the Yam City Fire (5.23) and the Columbus Rescue (1.05). The boat is listed in S.C..

Release the Property Value in the name of Canady, Gene Amount: \$40.34 Value: \$4,950.00 Year: 2007 Account # 07-00806 Bill # 3573 Total \$45.29 Release a portion of the property value, a portion of the Nakina Fire (3.96) and a portion of the Columbus Rescue (.99). Customer was billed with incorrect value.

Release the Property Value in the name of Canty, John W. Amount: \$220.05 Value: \$27,000.00 Year: 2007 Account # 01-12383 Bill # 3700 Total \$437.35 Release the value of a house, the Brunswick Fire (18.90) and the Whiteville Rescue (5.40). The house burned in 2001.

Release the Property Value in the name of Chandler, Terry Amount: \$35.79 Value: \$4,392.00 Year: 2007 Account # 01-01774 Bill # 4537 Total \$36.67 Release the value of a boat and the Whiteville Rescue. The boat is listed in Marion County.

Release the Property Value in the name of Columbus County Sheriffs Office Amount: \$21.72 Value: \$2,665.00 Year: 2007 Account # 13-03218 Bill # 5517 Total \$23.85 Release the value of a boat, the Roseland Fire (1.60) and the Columbus Rescue (.53). The boat should be tax exempt.

Release the Property Value in the name of Connected Office Products Inc. Amount: \$6.62 Value: \$812.00 Year: 2007 Account # 15-02149 Bill # 5560 Total \$6.78 Release the business personal value and the Columbus Rescue. Equipment has listed in error. Business no longer operating.

Release the Property Value in the name of Cook, J.C. Amount: \$30.97 Value: \$3,800.00 Year: 2007 Account # 03-04060 Bill # 5653 Total \$34.77 Release a portion of the property value, a portion of the Old Dock Fire (3.04) and a portion of the Columbus Rescue (.76). Property is double listed in the same name with a different bill number.

Release the Property Value in the name of Coyle, William Amount: \$8.15 Value: \$1,000.00 Year: 2007 Account # 15-05949 Bill # 6060 Total \$10.51 Release the value of a boat, the Acme Delco Fire (1.20) and the Columbus Rescue (.20). The boat is listed in Brunswick County.

Release the Property Value in the name of Davis, Joshua Amount: \$176.86 Value: \$21,700.00 Year: 2007 Account # 13-09864 Bill # 6919 Total \$287.20 Release the value of a house and the Columbus Rescue fee. The house was torn down by the Town of Chadbourn in 2003.

Release the Property Value in the name of Davis, Lloyd Amount: \$52.98 Value: \$6,500.00 Year: 2007 Account # 12-06230 Bill # 6939 Total \$60.13 Release the property value, the Columbus Rescue (1.30) and W2 (5.85). The property is double listed in the name of Lloyd G. Davis.

Release the Property Value in the name of Davis, Wilton Amount: \$178.49 Value: \$21,900.00 Year: 2007 Account # 12-06340 Bill # 7084 Total \$257.58 Release the property value, the Evergreen Fire (55.00), the Columbus Rescue (4.38) and W2 (19.71) The

property is double listed in the name of Thomas & Mona Davis.

Release the Property Value in the name of Dowless, David Amount: \$466.18 Value: \$57,200.00 Year: 2007 Account # 15-00511 Bill # 7663 Total \$739.26 Release the property value, the Acme Delco Fire (68.64) and the Columbus Rescue (11.44). The property is double listed in the name of Ruth Dowless.

Release the Property Value in the name of Ellis, Aaron Amount: \$93.71 Value: \$12,250.00 Year: 2006 Account # 04-00415 Bill # 8589 Total \$312.25 Release the value of a mobile home, the Bolton Fire (12.25) and the Columbus Rescue (2.45). The home was repossessed 2005.

Release the Property Value in the name of Ellis, Aaron Amount: \$93.56 Value: \$11,480.00 Year: 2007 Account # 04-00415 Bill # 8696 Total \$311.07 Release the value of a mobile home, the Bolton Fire (11.48) and the Columbus Rescue (2.30). The home was repossessed in 2005.

Release the Property Value in the name of Enzor, Evelyn Amount: \$5.71 Value: \$700.00 Year: 2007 Account # 01-24520 Bill # 8893 Total \$6.76 Release a portion of the property value and a portion of the Whiteville Rescue (.14) and a portion of the W3 (.91). Customer billed with incorrect acres.

Release the Property Value in the name of Enzor, Evelyn Amount: \$105.95 Value: \$13,000.00 Year: 2007 Account # 01-24520 Bill # 8892 Total \$125.45 Release a portion of the property value, a portion of the Whiteville Rescue (2.60) and a portion of the W3 (16.90). The property should be in the Land Use Program.

Release the Property Value in the name of FormyDuval, Gene Amount: \$316.22 Value: \$38,800.00 Year: 2007 Account # 14-04608 Bill # 0363 Total \$355.02 Release a portion of the property value, a portion of the Welches Creek Fire (31.04) and a portion of the Whiteville Rescue (7.76). The land use value should be for swamp land instead of wood land.

Release the Property Value in the name of Graham, Curtistene Amount: \$8.15 Value: \$1,000.00 Year: 2007 Account # 14-06055 Bill # 3371 Total \$202.85 Release the value of a mobile home, the St. James Fire (.60) and the Columbus Rescue (.20). The home is listed to Jennifer Campbell.

Release the Property Value in the name of Graham, Curtistene Amount: \$7.65 Value: \$1,000.00 Year: 2006 Account # 14-06055 Bill # 3162 Total \$202.30 Release the value of a mobile home, the St. James Fire (.60) and the Columbus Rescue (.20). The home is double listed to Jennifer Campbell.

Release the Property Value in the name of Greatamerica Leasing Corp. Amount: \$24.45 Value: \$3,000.00 Year: 2007 Account # 01-00079 Bill # 3855 Total \$25.05 Release a portion of the business personal value and a portion of the Whiteville Rescue. Wrong value keyed in through error.

Release the Property Value in the name of Guyton, David Amount: \$39.81 Value: \$5,104.00 Year: 2002 Account # 14-03551 Bill # 2625 Total \$49.40 Release the value of a mobile home, the Welches Creek Fire (4.08) and the Columbus Rescue (1.02). The home is listed in Bladen County.

Release the Property Value in the name of Guyton, David Amount: \$38.03 Value: \$4,875.00 Year: 2003 Account # 14-03551 Bill # 3021 Total \$47.20 Release the value of a mobile home, the Welches Creek Fire (3.90) and the Columbus Rescue (.98). The home is listed in Bladen County.

Release the Property Value in the name of Guyton, David Amount: \$36.71 Value: \$4,706.00 Year: 2004 Account # 14-03551 Bill # 9230 Total \$45.55 Release the value of a mobile home, the Welches Creek Fire (3.76) and the Columbus Rescue (.94). The home is listed in Bladen County.

Release the Property Value in the name of Haywood, Benji Amount: \$19.48 Value: \$2,546.00 Year: 2006 Account # 08-08461 Bill # 5426 Total \$21.99 Release the value of a jet ski and the Columbus Rescue. The jet ski is listed in Montgomery County.

Release the Property Value in the name of Haywood, Benjy Amount: \$18.67 Value: \$2,291.00 Year: 2007 Account # 08-08461 Bill # 5655 Total \$21.04 Release the value of a jet ski and the Columbus Rescue. The jet ski is listed in Montgomery County.

Release the Property Value in the name of Hope, Lorena Amount: \$14.67 Value: \$1,800.00 Year: 2007 Account # 01-43382 Bill # 7192 Total \$16.29 Release a portion of the property value, a portion of the Brunswick Fire (1.26) and a portion of the Whiteville Rescue (.36). Customer was billed with (2) well and septic systems.

Release the Property Value in the name of Hope, Lorena Amount: \$13.77 Value: \$1,800.00 Year: 2006 Account # 01-43382 Bill # 6945 Total \$15.39 Release a portion of the property value, a portion of the Brunwick Fire (1.26) and a portion of the Whiteville Rescue (.36). Customer was billed with (2) well and septic systems.

Release the Property Value in the name of Jackson, Jimmy Amount: \$15.32 Value: \$1,880.00 Year: 2007 Account # 13-03224 Bill # 8123 Total \$15.70 Release the business personal value and the Columbus Rescue. The business closed prior to 2007.

Release the Property Value in the name of Jernigan, Helen Amount: \$8.97 Value: \$1,100.00 Year: 2007 Account # 09-15660 Bill # 8751 Total \$9.19 Release the property value and the Columbus Rescue fee. The home is double listed in the same name on a different account number.

Release the Property Value in the name of Koester, Matthew Amount: \$475.96 Value: \$58,400.00 Year: 2007 Account # 15-01156 Bill # 0230 Total \$750.72 Release the value of a double wide, the Acme Delco Fire (70.08) and the Columbus Rescue (11.68). The home is double listed in the name of Andrew David Koester.

Release the Property Value in the name of Long, Michael Amount: \$147.52 Value: \$13,100.00 Year: 2007 Account # 15-03156 Bill # 1859 Total \$378.37 Release the value of a mobile home, the Acme Delco Fire (21.72) and the Columbus Rescue (3.62). The home is double listed in the name of Juan Padilla.

Release the Property Value in the name of McPherson, Theatus Amount: \$21.68 Value: \$2,800.00 Year: 2002 Account # 13-26429 Bill # 1899 Total \$203.30 Release the value of a mobile home, the Roseland Fire (1.67) and the Columbus Rescue (.56). The home was traded for a double wide.

Release the Property Value in the name of McPherson, Theatus Amount: \$22.07 Value: \$2,830.00 Year: 2003 Account # 13-26429 Bill # 2482 Total \$203.77 Release the value of a mobile home, the Roseland Fire (1.70) and the Columbus Rescue (.57). The home was traded for a double wide.

Release the Property Value in the name of McPherson, Theatus Amount: \$24.53 Value: \$3,145.00 Year: 2004 Account # 13-26429 Bill # 749 Total \$211.48 Release the value of a mobile home, the Roseland Fire (1.89) the Columbus Rescue (.63) and W2 (4.72). The home was traded for a double wide.

Release the Property Value in the name of McPherson, Theatus Amount: \$8.15 Value: \$1,000.00 Year: 2007 Account # 13-26429 Bill # 4329 Total \$203.75 Release the value of a mobile home, the Roseland Fire (.60), the Columbus Rescue (.20) and W2 (.90). The home was traded for a double wide.

Release the Property Value in the name of McPherson, Theatus Amount: \$7.65 Value: \$1,000.00 Year: 2006 Account # 13-26429 Bill # 3972 Total \$203.20 Release the value of a mobile home, the Roseland Fire (.60), the Columbus Rescue (.20) and W2 (.90). The home was traded for a double wide.

Release the Property Value in the name of McPherson, Theatus Amount: \$7.30 Value: \$1,000.00 Year: 2005 Account # 13-26429 Bill # 2753 Total \$186.00

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Release the value of a mobile home, the Roseland Fire (.60), the Columbus Rescue (.20) and W2 (.90). The home was traded for a double wide.

Release the Property Value in the name of Murphy, Jerry Amount: \$127.55 Value: \$15,650.00 Year: 2007 Account # 13-02419 Bill # 5943 Total \$347.16 Release the value of a mobile home, the Roseland Fire (9.39) the Columbus Rescue (3.13) and W2 (14.09). The home is double listed in the name of Melody Maiden.

Release the Property Value in the name of Nailworks Amount: \$19.69 Value: \$2,416.00 Year: 2007 Account # 01-64400 Bill # 6060 Total \$22.19 Release the business personal value and the Whiteville Rescue. The business closed October 2006.

Release the Property Value in the name of Rogers, Areda Amount: \$7.65 Value: \$1,000.00 Year: 2006 Account # 04-51211 Bill # 0534 Total \$202.30 Release the value of a mobile home, the Buckhead Fire (.60) and the Columbus Rescue (.20). The home was destroyed in 2005.

Release the Property Value in the name of Rogers, Areda Amount: \$8.15 Value: \$1,000.00 Year: 2007 Account # 04-51211 Bill # 0960 Total \$202.85 Release the value of a mobile home, the Buckhead Fire (.60) and the Columbus Rescue (.20). The home was destroyed in 2005.

Release the Property Value in the name of Sanderson, Rachel Amount: \$7.34 Value: \$900.00 Year: 2007 Account # 09-02651 Bill # 1614 Total \$8.06 Release the value of a boat, the Williams Fire (.54) and the Columbus Rescue (.18). The boat is listed in Horry County.

Release the Property Value in the name of Security Savings Bank Amount: \$185.01 Value: \$22,700.00 Year: 2007 Account # 01-03885 Bill # 2054 Total \$295.55 Release the value of a building and the Whiteville Rescue. The building has been taken off of the property.

Release the Property Value in the name of Security Savings Bank Amount: \$295.85 Value: \$36,300.00 Year: 2007 Account # 01-03885 Bill # 2057 Total \$515.11 Release the value of two buildings and the Whiteville Rescue. The buildings have been taken off the property.

Release the Property Value in the name of Sellers, Barbara Amount: \$8.97 Value: \$1,100.00 Year: 2007 Account # 01-04512 Bill # 2076 Total \$9.85 Release the property value, the Williams Fire (.66) and the Whiteville Rescue (.22). The property is double listed in the name of Thomas & Betty Reynolds.

Release the Property Value in the name of Silver, Andrienne Amount: \$77.75 Value: \$9,540.00 Year: 2007 Account # 06-00946 Bill # 2965 Total \$291.12 Release the value of a mobile home, the Yam City Fire (9.54) and the Columbus Rescue (1.91). The home was repossessed in 2004.

Release the Property Value in the name of Silver, Andrienne Amount: \$79.06 Value: \$10,830.00 Year: 2005 Account # 06-00946 Bill # 1157 Total \$278.27 Release the value of a mobile home, the Yam City Fire (10.83), and the Columbus Rescue (2.17). The home was repossessed in 2004.

Release the Property Value in the name of Silver, Andrienne Amount: \$77.88 Value: \$10,180.00 Year: 2006 Account # 06-00946 Bill # 2449 Total \$292.11 Release the value of a mobile home, the Yam City Fire (10.18) and the Columbus Rescue (2.04). The home was repossessed in 2004.

Release the Property Value in the name of Singletary, G. Harold Amount: \$27.85 Value: \$3,640.00 Year: 2006 Account # 11-02830 Bill # 2804 Total \$28.58 Release the value of a boat and the Columbus Rescue. The boat is double listed in the name of Grady Singletary.

Release the Property Value in the name of Singletary, G. Harold Amount: \$26.70 Value: \$3,276.00 Year: 2007 Account # 11-02830 Bill # 3328 Total \$30.10 Release the value of a boat and the Columbus Rescue. The boat is double listed in the name of Grady

Singletary.

Release the Property Value in the name of Smith, Russel Amount: \$22.30 Value: \$2,915.00 Year: 2006 Account # 07-15540 Bill # 3797 Total \$220.73 Release the value of a mobile home, the Nakina Fire (2.33) and the Columbus Rescue (.58). The home is double listed in the name of Raneri Median.

Release the Property Value in the name of Smith, Russell Amount: \$22.01 Value: \$2,700.00 Year: 2007 Account # 07-15540 Bill # 4331 Total \$220.18 Release the value of a mobile home, the Nakina Fire (2.16) and the Columbus Rescue (.54). The home is double listed in the name of Raneri Medina.

Release the Property Value in the name of Spivey, Steva Amount: \$230.24 Value: \$28,250.00 Year: 2007 Account # 01-01480 Bill # 5372 Total \$278.12 Release the value of a mobile home, the Williams Fire (16.95) and the Columbus Rescue (5.65). The home is double listed in the name of michael E. Pridgen.

Release the Property Value in the name of Stallings, Jonathan Amount: \$39.55 Value: \$5,070.00 Year: 2002 Account # 03-23541 Bill # 2466 Total \$226.08 Release the value of a mobile home, the Old Dock Fire (4.06) and the Whiteville Rescue (1.01). The home is double listed in the name of Vernon Ward.

Release the Property Value in the name of Stallings, Jonathan Amount: \$38.16 Value: \$4,892.00 Year: 2003 Account # 03-23541 Bill # 3172 Total \$224.36 Releasee the value of a mobile home, the Old Dock Fire (3.37) and the Whiteville Rescue (.84). The home is double listed in the name of Vernon Ward.

Release the Property Value in the name of Stallings, Jonathan Amount: \$38.12 Value: \$4,887.00 Year: 2004 Account # 03-23541 Bill # 9490 Total \$224.31 Release the value of a mobile home, the Old Dock Fire (3.91) and the Whiteville Rescue (.98). The home is double listed in the name of Vernon Ward.

Release the Property Value in the name of Stallings, Jonathan Amount: \$33.51 Value: \$4,590.00 Year: 2005 Account # 03-23541 Bill # 3626 Total \$215.10 Release the value of a mobile home, the Old Dock Fire (3.67) and the Whiteville Rescue (.92). The home is double listed in the name of Vernon Ward.

Release the Property Value in the name of Stallings, Jonathan Amount: \$33.72 Value: \$4,408.00 Year: 2006 Account # 03-23541 Bill # 4911 Total \$234.94 Release the value of a mobile home, the Old Dock Fire (3.53) and the Whiteville Rescue (.88). The home is doublelisted in the name of Vernon Ward.

Release the Property Value in the name of Stallings, Jonathan Amount: \$34.35 Value: \$4,215.00 Year: 2007 Account # 03-23541 Bill # 5470 Total \$235.42 Release the value of a mobile home, the Old Dock Fire (3.37) and the Whiteville Rescue (.84). The home is double listed in the name of Vernon Ward.

Release the Property Value in the name of Sykes, Roberta Amount: \$26.23 Value: \$3,218.00 Year: 2007 Account # 15-36030 Bill # 7163 Total \$29.56 Release the business personal value and the Columbus Rescue. Business double listed as Babson Family Restaurant.

Release the Property Value in the name of Thomas, Sufronia Amount: \$114.92 Value: \$14,100.00 Year: 2007 Account # 03-25137 Bill # 7599 Total \$322.02 Release the value of a double wide, the Nakina Fire (11.28) and the Columbus Rescue (2.82). The home was torn down in 2006.

Release the Property Value in the name of Todd, George Amount: \$72.86 Value: \$8,940.00 Year: 2007 Account # 11-01659 Bill # 8168 Total \$281.01 Release the value of a mobile home, Hallsboro Fire (5.36) and the Columbus Rescue (1.79). The home is double listed in the name of Diane Stewart.

Release the Property Value in the name of Vereen, Leavy Amount: \$47.02 Value: \$5,769.00 Year: 2007 Account # 13-04604 Bill # 9010 Total \$255.62

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Release the value of a mobile home, the klondyke Fire (4.04) the Columbus Rescue (1.15) and W2 (5.19). The home is double listed in the same name with a different account number.

Release the Property Value in the name of Ward, Virginia Amount: \$66.05 Value: \$8,468.00 Year: 2001 Account # 02-04510 Bill # 8989 Total \$239.51 Release the value of a mobile home and the Columbus Rescue. The home is double listed in Virginia Newby.

Release the Property Value in the name of Ward, Virginia Amount: \$54.13 Value: \$6,940.00 Year: 2002 Account # 02-04510 Bill # 7189 Total \$243.42 Release the value of a mobile home, the Whiteville Rescue (1.39) and Brunswick Fire (4.86). The home is double listed in the name of Virginia Newby.

Release the Property Value in the name of Ward, Virginia Amount: \$50.70 Value: \$6,500.00 Year: 2003 Account # 02-04510 Bill # 7957 Total \$239.21 Release the value of a mobile home, the Brunswick Fire (4.55) and the Whiteville Rescue (1.30). The home is double listed in the name of Virginia Newby.

Release the Property Value in the name of Ward, Virginia Amount: \$50.82 Value: \$6,516.00 Year: 2004 Account # 02-04510 Bill # 4293 Total \$239.35 Release the value of a mobile home, the Brunswick Fire 4.56) and the Whiteville Rescue (1.30). The home is double listed in the name of Virginia Newby.

Release the Property Value in the name of Ward, Virginia Amount: \$44.74 Value: \$6,129.00 Year: 2005 Account # 02-04510 Bill # 8472 Total \$227.26 Release the value of a mobile home, the Brunswick Fire (4.29) and the Whiteville Rescue (1.23). The home is double listed in the name of Virginia Newby.

Release the Property Value in the name of Ward, Virginia Amount: \$45.26 Value: \$5,916.00 Year: 2006 Account # 02-04510 Bill # 9853 Total \$248.64 Release the value of a mobile home, the Brunswick Fire (4.14) and the Whiteville Rescue (1.18). The home is double listed in the name of Virginia Newby.

Release the Property Value in the name of Ward, Virginia Amount: \$46.10 Value: \$5,656.00 Year: 2007 Account # 02-04510 Bill # 0427 Total \$249.31 Release the value of a mobile home, the Brunswick Fire (3.96) and the Whiteville Rescue (1.13). The home is double listed in the name of Virginia Newby.

#### Agenda Item #21: COMMENTS:

Chairman Jacobs opened the floor for comments. The following people spoke.

#### A. **Public:**

**Jim Nance:** stated the following:

- 1. The Noise Ordinance is not happening;
- 2. A Public Nuisance Ordinance is what we need; and
- 3. If Columbus County would adopt this document, then incidents like my dog being stabbed numerous times, and eventually dying, would not happen.

#### C. Board of Commissioners:

- 1. **Commissioner Bullard:** At the last meeting, I requested that Steven W. Fowler, County Attorney, check into what we could do with the FEMA properties that we own. Mr. Fowler, will you give the Board an update on what you have discovered. Mr. Fowler replied stating the following:
  - the Cerro Gordo lot can be sold;
  - my office has contacted the Adams Company and other State agencies; and
  - we have a number for the FEMA headquarters and we will be glad to continue doing the necessary research on this matter.

#### 2. **Commissioner Norris:** stated the following:

-Columbus County is listed as a Coastal County;

- -With this type of classification, our citizens are having to pay higher insurance premiums on their dwellings and buildings; **and**
- -I would like for a Resolution to be prepared relative to the possibility for the reclassification of Columbus County, and sent to the North Carolina Department of Insurance.

Discussion was conducted relative to the effect the re-classification might have on Federal and State aid in the future in times of disaster, and the need for Steven W. Fowler, Columbus County Attorney, to check into this matter before a Resolution was prepared.

#### **MOTION**:

Commissioner Norris made a motion for Steven W. Fowler, Columbus County Attorney, to check into the effect of what the re-classification of Columbus County from a coastal county would be, and if warranted, a Resolution be prepared for the re-classification of Columbus County from a Coastal County, for Board approval and to be sent to the North Carolina Department of Insurance, seconded by Vice Chairman Prevatte. The motion unanimously carried.

- 3. **Commissioner McKenzie:** stated the following:
  - -I think any time the Board makes a presentation of a Proclamation or Resolution of Recognition and/or Appreciation, the entire Board needs to sign the document; **and**
  - -The Board needs to consider framing these documents.
- 4. **Commissioner Memory:** stated the following:
  - -During a visit to a grocery store, I saw a collection cup placed at each cash register asking for donations for school supplies;
  - -This Board gives adequate funds to the schools to buy the necessary supplies they need; and
  - -This was embarrassing and needs to be checked into and possibly brought to an end.
- 5. **Vice Chairman Prevatte:** I just wanted to keep the Board updated on the discussions being held with Al Leonard on the Lease to Own Agreement with the Town of Boardman. We are meeting again next week.

#### Agenda Item #22: <u>ADJOURNMENT</u>:

At 8:19 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner Norris. The motion unanimously carried.

	APPROVED:		
JUNE B. HALL, Clerk to Board	SAMMIE JACOBS, Chairman		