

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**

November 05, 2007

6:30 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, for their regular scheduled meeting on the first Monday.

**COMMISSIONERS PRESENT:**

Sammie Jacobs, **Chairman**  
James E. Prevatte, **Vice Chairman**  
Amon E. McKenzie  
Bill Memory  
Lynwood Norris  
Ricky Bullard  
Ronald Gore

**APPOINTEES PRESENT:**

Leo Hunt, **Interim County Manager**  
Steven W. Fowler, **County Attorney**  
June B. Hall, **Clerk to Board**  
Bobbie Faircloth, **Deputy Finance Officer**

**Agenda Items #1 and #2: MEETING CALLED TO ORDER:**

At 6:30 P.M., Chairman Sammie Jacobs called the November 05, 2007 Regular Session Board Meeting to order. The invocation was delivered by Vice Chairman James E. Prevatte. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Vice Chairman James E. Prevatte.

**Agenda Item #3: PRESENTATION - RETIREMENT PLAQUE to LINDA SIMMONS:**

Chairman Jacobs presented the following Retirement Plaque to Linda Simmons, on behalf of the entire Board, for her thirty (30) years of employment with the H.U.D. (Public Housing) Department.

**PRESENTED TO  
LINDA SIMMONS  
IN GRATEFUL APPRECIATION  
FOR YOUR DEDICATION AND LOYALTY  
TO  
COLUMBUS COUNTY H.U.D. DEPARTMENT**

**10-24-1977 - 10-31-2007**

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**COLUMBUS COUNTY BOARD OF COMMISSIONERS**

Ms. Linda Simmons thanked the entire Board for the presentation of the plaque and stated she had enjoyed her employment with Columbus County, and the entire staff was her family.

**Agenda Item #4: BOARD MINUTES APPROVAL:**

Commissioner Norris made a motion to approve the following Regular Session Board Minutes, seconded by Vice Chairman Prevatte. The motion unanimously carried.

- A. October 15, 2007 Regular Session Board Meeting;
- B. October 22, 2007 Regular Session (**Resumed from October 15, 2007**); and
- C. October 29, 2007 Regular Session (**Resumed from October 22, 2007**).

**Agenda Item #5: CDBG GRANT # 06-C-1507 - APPROVAL to ACCEPT PROPOSAL and CONTRACT with T. SCOTT SESSIONS for TITLE OPINIONS:**

Tammy Jones, The Adams Company, Incorporated, requested Board approval to accept the following proposal and contract with T. Scott Sessions, The McGougan Law Firm, for title opinions

October 1, 2007

Columbus County Administration  
111 Washington Street  
Whiteville, NC 28472

Subject: 2006 Columbus County CDBG-CN  
Grant No. 06-C-1507

Dear Gail:

On September 27<sup>th</sup> my office received proposals from local attorneys in Whiteville that are interested in providing title opinions for the above referenced project. Listed below are the two attorneys who responded along with their price for said services:

- 1. Davis S. Tedder \$450.00/title opinion  
Attorney At Law  
135 Washington Street  
Whiteville, NC
- 2. T. Scott Sessions \$425.00/title opinion  
McGougan Law Firm  
130 Jefferson Street  
Whiteville, NC 28472

It is my recommendation that the County award a contract to McGougan Law Firm to provide title opinions for the said project in the amount of \$425.00 per title opinion. Please place this item on the agenda for the County's meeting on October 15<sup>th</sup>. I will plan to attend this meeting to answer any questions that may arise.

Please do not hesitate to call me if you have any questions. I can be reached at 910-293-2770 or 910-296-4042 (mobile).

Sincerely,  
/s/ Tammy H. Jones  
Program Administrator

**AGREEMENT  
FOR  
2006 COLUMBUS COUNTY CDBG LEGAL SERVICES  
BETWEEN  
THE COUNTY OF COLUMBUS  
AND  
THE MCGOUGAN LAW FIRM**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Commissioner of Columbus County for itself and its successors and assigns, hereinafter referred to as the OWNER, and The McGougan Law Firm, of Whiteville, North Carolina for itself and its successors and assigns, hereinafter referred to as the ATTORNEY:

**WHEREAS**, the OWNER has been funded under the North Carolina 2006 Community Development Block Grant (CDBG) Program; and

**WHEREAS**, the OWNER desires services of the ATTORNEY to legal services; and

**WHEREAS**, the OWNER selected and negotiated this contract with The McGougan Law Firm in response to the OWNER'S "Request for Proposals" dated September 12, 2007;

**NOW, THEREFORE**, the OWNER and the ATTORNEY in consideration of mutual covenants hereinafter set forth, agree as follows:

**SECTION A - PROGRAM DESCRIPTION**

The proposed activities of the 2006 CDBG Program which are included in this Agreement

are as follows:

- a. 9 houses to be replaced

#### **SECTION B - LEGAL SERVICES**

The ATTORNEY agrees to furnish personnel and facilities necessary to accomplish project legal activities for the above named work. Services may include, but are not necessarily limited to the following:

1. Attend conferences and meetings with OWNER, State and/or Federal agency representatives or other interested parties as may be necessary that are directly related to searching the titles and rendering of an opinion.
2. Research records at the appropriate County Courthouse/Register of Deeds in order to prepare a title opinion.
3. A 20-year title search shall be an acceptable time period to research the property unless the ATTORNEY deems it necessary to research a longer period of time. The ATTORNEY shall be prudent in his judgement of this matter and shall extend this period if it would be in the best interest of the OWNER.
4. A preliminary opinion shall be issued to the OWNER after the title search is completed.
5. The ATTORNEY agrees to accomplish all title opinions within 30 days of receiving the needed information.
6. This contract may be amended at any time to include any additional legal services requested under this CDBG program.

#### **SECTION C - OWNER'S RESPONSIBILITIES**

1. The OWNER shall furnish the ATTORNEY in a timely manner with copies of pertinent correspondence relating to the project.
2. The OWNER shall provide full information as to requirements for work performed by the ATTORNEY.
3. The OWNER shall give prompt consideration to recommendations and work submitted by the ATTORNEY.
4. The OWNER shall be responsible for all register of deed fees and other similar fees not directly associated with performance of the ATTORNEY responsibilities defined by this Agreement.
5. The OWNER will bear all costs incident to compliance with the requirements of this section.
6. The OWNER will give prompt notice to the ATTORNEY whenever OWNER observes or otherwise becomes aware of any defect in the project or changed circumstances.
7. The OWNER will provide the name and address of the property to be searched. When possible, the OWNER will provide the deed book and page number of the property to be searched.

#### **SECTION D - COMPENSATION FOR SERVICES**

1. The OWNER shall compensate the ATTORNEY for preliminary title opinions the lump sum of four hundred twenty-five and no/100 dollars (\$425.00) for each preliminary title opinion. A sum equal to 100% of the compensation for each unit shall be paid upon submission of the preliminary title opinion to the OWNER. Amounts shall be invoiced monthly.
2. All payments due the ATTORNEY shall be paid in full on or before the tenth day of the month following the date of the bill.

3. In the event that additional construction beyond the scope of the proposed work is necessary or possible, an addendum to be agreed upon by the OWNER and ATTORNEY shall be executed establishing the amount of additional compensation.

#### SECTION E - GENERAL CONDITIONS

1. Executive Order 11246 - Equal Employment Opportunity. The ATTORNEY shall comply with all applicable provisions of Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). During the performance of this contract, the ATTORNEY agrees as follows:
  - a) The ATTORNEY will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The ATTORNEY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ATTORNEY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - b) The ATTORNEY will, in all solicitations or advertisements for employees placed by or on behalf of the ATTORNEY, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin
  - c) The ATTORNEY will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the ATTORNEY commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d) The ATTORNEY will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e) The ATTORNEY will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f) In the event of the ATTORNEY noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g) The ATTORNEY will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The ATTORNEY will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the ATTORNEY becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of such direction by the contracting agency, the ATTORNEY may request the United States to enter into such litigation to protect the interests of the United States.

2. Nondiscrimination on the Basis of Handicap - Section 504 of the Rehabilitation Act of 1973 as Amended

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

3. Access to Records & Record Retainage

The North Carolina Department of Commerce, Division of Community Assistance, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions for a period of three years following project close out in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.

4. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

ATTORNEY agrees as follows:

- a) The work to be performed under the contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1268, as amended, 12 U.S.G. 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- c) The ATTORNEY will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The ATTORNEY will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its engineers and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to sanctions as are specified by CFR Part 135.

5. Termination Provision - Legal Remedies Provision

The ATTORNEY and OWNER mutually agree as follows:

- a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided, that such termination is for good cause (such as for legal or financial reasons, major changes in the work of program requirements, initiation of a new Step) and that the ATTORNEY is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment to the ATTORNEY at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the ATTORNEY default. If termination for default is effected by the ATTORNEY or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ATTORNEY for services rendered and expense incurred, prior to the termination, in addition to termination settlement cost reasonably incurred by the ATTORNEY, relating to commitments which had become firm prior to the termination.
- d) Upon receipt of a termination action pursuant to Paragraphs (a) or (b) above, the ATTORNEY shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ATTORNEY in performing this Agreement, whether completed or in process.

6. Nondiscrimination Clause - Section 109, Housing & Community Development of 1974.

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

7. Nondiscrimination Clause - Civil Rights Act of 1964, Title VI

No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity which receives federal funds.

8. Age Discrimination Act of 1975, As Amended Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

9. Conflict of Interest - Interest of Members, Officers, or, Employees of the Recipient, Members of Local Governing Body, or Other Public Officials.

No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose

of this section.

10. Lobbying, As Required by Section 1352, U. S. Code

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned Shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. The OWNER and the ATTORNEY each binds themselves, their successors, legal representatives and assigns to the other party to the Agreement and to the successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the OWNER or the ATTORNEY shall assign or transfer his interest in this Agreement without written consent of the other.
12. Exhibit A, hereby attached and incorporated herein by reference, is a listing of the nine (9) properties on which title searches are to be performed. Substitutions(s) for nay of the nine (9) properties is permissible provided that prior written notice is given to OWNER at the following address:

Columbus County Board of Commissioners  
c/o Columbus County Attorney  
111 Washington Street, 2<sup>nd</sup> Floor  
Whiteville, NC 28472

At no time during the term of this Agreement will more than nine (90 property title searches be performed.

THE OWNER and ATTORNEY hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplicate originals, all on the day and year first above written.

**COLUMBUS COUNTY**  
BY: /s/ **SAMMIE JACOBS**, Chairman  
**Columbus County board of Commissioners**  
Date Signed: \_\_\_\_\_

**ATTESTED BY:**  
/s/ **JUNE B. HALL**  
**Clerk to the Board**

**THE McGOUGAN LAW FIRM**  
By: \_\_\_\_\_  
**SCOTT SESSIONS, Attorney**

COUNTY OF COLUMBUS

This \_\_\_\_ day of \_\_\_\_\_, 2007, personally came before me, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, June B. Hall, who being by me duly sworn, says that she is the Clerk of the Board of Commissioners of Columbus County; recognizes the official seal of the Board; is acquainted with Sammie Jacobs, who is Chairman of the Board; that she witnessed the signature of the Chairman and the affixation of the official seal of the Board to the foregoing instrument in the presence of the Chairman of the Board, in accordance with the order of the Board.

Witness my hand and official seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Columbus County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act.

\_\_\_\_\_  
Columbus County Finance Officer

**EXHIBIT "A"**

**2006 Columbus County CDBG  
List of Owners & Addresses**

- Unit 06-02            Kapitola Jones – Owner  
                         Donald Ward – Tenant  
                         223 McMillian Rd.  
                         Whiteville, NC
- Unit 06-03            Elouise Ward - Owner  
                         265 McMillian Rd  
                         Whiteville, NC
- Unit 06-04            Theresa Ward – Owner  
                         Natalie Johnson – Tenant  
                         122 Johnson Lane  
                         Whiteville, NC
- Unit 06-05            Linda Brown – Owner  
                         170 Johnson Lane  
                         Whiteville, NC
- Unit 06-06            Azzie Johnson - Owner  
                         177 Johnson Lane  
                         Whiteville, NC
- Unit 06-13            Roland Williams – Owner  
                         24781 Peacock Rd.  
                         Tabor City, NC
- Unit 06-14            Barbara Smith – Owner  
                         24735 Peacock Rd  
                         Tabor City, NC
- Unit 06-15            Hilda Gerald – Owner  
                         24695 Peacock Rd  
                         Tabor City, NC



Unit 06-L-1                      Richard Peacock  
    631 McMillian Rd.  
    Whiteville, NC

Steven W. Fowler, Columbus County Attorney, stated there was one (1) caveat that needed to be addressed and a few minor changes that needed to be made which are inclusive, and it is his opinion that the charge is fair.

Commissioner Norris made a motion to approve the proposal by T. Scott Sessions, The McGougan Law Firm, in the amount of four hundred twenty-five and 00/100 (\$425.00) dollars per title opinion, and to approve the Agreement for 2006 Columbus County CDBG Legal Services Between the County of Columbus and the McGougan Law Firm, with the recommended changes by Mr. Fowler, which are inclusive. The motion was seconded by Commissioner McKenzie and unanimously carried.

**(Need Attachment and Changes from Steve Fowler)**

**Agenda Item #6:            ECONOMIC DEVELOPMENT - BOARD APPROVAL to APPLY for NORTH CAROLINA ONE FUND GRANT and a GOLDEN LEAF FOUNDATION GRANT:**

Jim Hinkle, Interim Economic Development Director, requested Board approval to apply for a North Carolina One Fund Grant which requires an one hundred (100%) percent County match, and a Golden Leaf Grant with no match. Mr. Hinkle stated the following:

1. I have been working with a firm who does want their name revealed at this time, that is also looking at another site in South Carolina;
2. In order to make this project happen, we need to apply for a North Carolina One Fund Grant which requires an one hundred (100%) percent County match; **and**
3. We also need to apply for a Golden Leaf Fund Grant which requires no match.

Commissioner Memory made a motion to approve Jim Hinkle, Interim Economic Development Director, to apply for a North Carolina One Fund Grant and a Golden Leaf Foundation Grant, seconded by Commissioner McKenzie. The motion unanimously carried.

**Agenda Item #7:            ECONOMIC DEVELOPMENT - BOARD APPROVAL of AGREEMENT with TOP TOBACCO, L.P. for an INCENTIVE GRANT PROGRAM:**

Jim Hinkle, Interim Economic Development Director, requested Board approval of the following Agreement with Top Tobacco, L.P.

**STATE OF NORTH CAROLINA  
 COUNTY OF COLUMBUS**

**AGREEMENT**

This Agreement is made and entered into by and between COLUMBUS COUNTY (hereinafter referred to as "County"), a political subdivision of the State of North Carolina, and TOP TOBACCO, L.P., a Delaware limited partnership (hereinafter referred to as "Company").

**W I T N E S S E T H:**

WHEREAS, the Company has received a proposal from the County which provides for certain economic incentives to encourage (1) the development of the facility located at 204 Top Tobacco Road, Lake Waccamaw, Columbus County, North Carolina 28450 (hereinafter referred to as "Facility"); (2) the addition of equipment; and (3) the employment of citizens of Columbus County; and,

WHEREAS, after careful consideration and evaluation of the proposal, the Company has determined that the development of the Facility, addition of new equipment, and employment of Columbus County citizens, is in the best interest of the Company.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the County and the Company do hereby agree as follows:

**SECTION 1: INCENTIVE GRANT PROGRAM**

- 1.1 The County shall pay to the Company the incentive grants (hereinafter referred to as “Grant” or collectively “Grants”) described in the Industrial Development Incentive Grant Program (hereinafter referred to as the “Program” and attached as Exhibit A) in accordance with the approval by the Board of County Commissioners to apply the Program and authorize the Grants to this Facility.
- 1.2 The Company understands that the following items will be considered when authorizing payment of the Grants:
- a. The size of the project based upon investment in site development, plant facilities and infrastructure;
  - b. The number of and types of jobs created;
  - c. The relationship between job development and total investment;
  - d. Potential for future expansion and increased employment;
  - e. Site specific issues that impact upon local infrastructure responsibilities; and,
  - f. Site specific initiatives that may be pursued to stimulate other development in areas that the county deem of significant benefit to the community.
- 1.3 The Company understands that no change in the Program made after the effective date of this Agreement shall apply to the provisions of this Agreement. In the event any lawsuit is filed against the County or any County elected official challenging the legality of this Agreement pertaining to the Program and determined by a Court of Law to be invalid, the County agrees that it will provide the Company, only to the extent as permitted by law, with other incentives of substantially equal value pursuant to any replacement grant incentive program.
- 1.4 The parties agree that the term of this Agreement will be a five-year period for each Grant given to the Company. Each five-year period will commence with the County’s fiscal year in which the Company has elected by written notice to the Columbus County Economic Development Commission requesting to have the required amounts be included in the budget for that fiscal year.
- 1.5 The parties agree that all Grants under this Agreement must be applied for within five (5) years of the date of the execution of this Agreement.

**SECTION 2: FAILURE TO MEET GOALS**

- 2.1 In the event the Company fails to meet the goals established under Sections 3 and 4 below, the terms of this Agreement shall become null and void.

**SECTION 3: INVESTMENT**

- 3.1 The Company has agreed to make an initial investment in the amount of Sixteen Million Five Hundred Thousand and no/100 Dollars (\$16,500,000.00) toward the development of the Facility and purchase of equipment during the first three (3) years of the five-year Grant period.
- 3.2 The initial investment must be complete and on the tax books before the Application for Incentives is presented to the Columbus County Economic Development Commission.
- 3.3 For budget purposes, the Company is required to provide written notice to Columbus County Economic Development Commission of the Company’s intent to collect incentive payments for the next or upcoming fiscal year prior to the completion of the budget adoption for the then current fiscal year. Failure to comply with this requirement will result in a one-year delay in the beginning of the Program.
- 3.4 After the Company has qualified for a Grant and notified the Columbus County Economic Development Commission of its election to begin the five-year period, the Company will, during the first three (3) years of the five-year period of such Grant, send to the Columbus County Economic Development Commission, at the time the Company makes its annual tax payment, a summary report stating the current investment for that year and the remaining balance due for a total of \$16,500,000.00.

**SECTION 4. JOB CREATION**

- 4.1 The Company has agreed to create seventy (70) full-time jobs within the first three years of this Agreement.
- 4.2 After the Company has qualified for a Grant and notified the Columbus County Economic Development Commission of its election to begin the five-year period, the Company will, during the first three (3) years of the five-year period of such Grant, send to the Columbus County Economic Development Commission, at the time the Company makes its annual tax payment, a summary report stating the current employment levels and indicating how many more jobs will be needed to meet the requirement of seventy (70) full-time jobs.

**SECTION 5: GRANT PAYMENTS**

- 5.1 The parties agree that the Columbus County Economic Development Commission will provide for annual grants within its annual budget based upon the actual investment recorded by the Columbus County Tax Office on or after March 15 of each calendar year as well as the number of jobs actually created. Grant amounts noted in this Agreement may change to reflect investments not having reached the amounts noted in Section 3 or the number of jobs created not having been reached as noted in Section 4. In no case will the incentive be greater than the number agreed upon in this Agreement or based upon investment numbers greater than originally projected unless a new agreement is negotiated to replace this Agreement.
- 5.2 Based upon the commitments and considerations made in this Agreement, the Columbus County Economic Development Commission will budget a Grant of \$479,656.00, payable as follows:
- \$107,291.00 in year 1; \$100,980.00 in year 2; \$94,669.00 in year 3; \$88,358.00 in year 4; and \$88,358.00 in year 5.
- 5.3 The Company will provide a copy of its most recent NCUI-101 report when requesting a Grant payment each year. The NCUI-101 report will confirm that the wages of each employee remain at or above the state average for wages.
- The Company will also provide a copy of the property tax payment receipt.
- 5.4 The County agrees that Grant payments to the Company will be disbursed within thirty (30) days after the Company has paid its annual property taxes and delivered the items listed above.
- 5.5 It is understood by all parties that no Grant payment will be made by the County to the Company until all ad valorem property taxes associated with the Company's business activities in Columbus County are paid in full at the time of application for payment is made.

**SECTION 6: EXPANSION**

- 6.1 The Company may receive additional Grants under the Program for any additional qualifying expansion of the Facility on the Property by the Company. Each Grant will be for a five-year period, beginning with such fiscal year as the Company shall elect.
- 6.2 A "qualifying expansion" shall be:
- a. An additional expenditure of equal or greater than One Hundred Thousand Dollars (\$100,000.00) by the Company which would result in an increase in the net tax base of the County; and
  - b. The creation of five (5) new jobs by year three (3) at the Facility.
- 6.3 In calculating the three-year period for the creation of five new jobs, the period would begin when the Company submits written notice to the County of each ELECTION of the five-year period for each Grant and NOT from the time the Company QUALIFIES for the Grant.
- 6.4 "An increase in the net tax base" shall mean the added value of both the real and personal property located on the Property. Personal property to be assessed shall include all

buildings, machinery, equipment and other personal property added or installed AFTER December 31, 2005.

- 6.5 All Grants made under this section will be determined by the Executive Director of the Columbus County Economic Development Commission and will be based upon such previous Grants and the actual new investment and jobs created. Grant determination is final when the Columbus County Board of Commissioners approves the Grant package.

#### **SECTION 7: ADJUSTMENTS**

- 7.1 Adjustments to real or personal property values NOT associated with the projects as proposed or included in this Agreement SHALL NOT be included in any determination of the Grant amount by the Executive Director in offering the Grant.
- 7.2 Reappraisals or adjustments to real and personal property values based upon market adjustments or changes in the North Carolina property assessment laws will be adjusted so as to avoid any distortion of the base value and the value of any proposed expansion project to be completed by the Company.
- 7.3 Adjustments to the project's base level of investment must be confirmed by written acknowledgment from the executive director of the Company and the Executive Director of the Columbus County Economic Development Commission or their representatives.

#### **SECTION 8: MISCELLANEOUS ITEMS**

- 8.1 NOTICES - All notices, certificates or other communications required by or made pursuant to this Agreement shall be deemed duly given if sent by registered or certified United States mail, postage prepaid or sent by facsimile and confirmed by the party providing notice, addressed as follows:

**TO THE COUNTY:**

Columbus County Economic Development Commission  
111 Washington Street  
Whiteville, NC 28472  
Telephone: (910) 640-6608  
Fax: (910) 642-1876

**TO THE COMPANY:**

Top Tobacco, L.P.  
2301 Raven Way  
Glenview, IL 60025  
Telephone: 847-832-9700

- 8.2 BINDING EFFECT – This Agreement shall inure to the benefit of and is binding upon the County and the Company, their respective successors and/or assigns.
- 8.3 AMENDMENTS, CHANGES AND MODIFICATIONS – Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered without the written agreement of the parties.
- 8.4 SEVERABILITY – If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- 8.5 AGREEMENT TERMS PREVAIL – In the event of any conflict between the terms set out in this Agreement and those in the Program, the terms of this Agreement shall prevail. In the event the Program is terminated within the five (5) year term of this Agreement, the terms and conditions contained herein shall continue to remain in effect.
- 8.6 FORMAL AGREEMENT – This Agreement constitutes the “formal agreement” required under the Program. The terms and conditions of this Agreement and those in the Program shall govern the application of the Program to the Facility.
- 8.7 COUNTERPARTS – This Agreement may be executed in any number of counterparts, each

of which, when so executed and delivered, shall be deemed an original.

- 8.8 GOVERNING LAW – This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina.
- 8.9 CAPTIONS – The captions or headings used throughout this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- 8.10 CONFIDENTIALITY – The Company and the County acknowledge that certain exhibits to this Agreement and other information provided by the Company may contain Company trade secrets. Accordingly, such information will be maintained in confidence by the County, unless its release is consented to in writing by the Company.
- 8.11 CONSTRUCTION – The parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and has been drafted by counsel for the parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement.
- 8.12 CLOSURE OF FACILITY – If, at any time during the five (5) year term of this Agreement, the Company decides to sell or close the Facility, the Grants shall be forfeited for that year and any subsequent remaining years.
- 8.13 EXPIRATION – The parties acknowledge and stipulate that this Agreement must be accepted within 60 days of receipt. Failure to accept this Agreement within the 60-day time period will result in this Agreement becoming null and void.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement, by authority duly given and in multiple originals, to be effective as of the last date of signature.

COLUMBUS COUNTY

By: /s/ Sammie Jacobs, Chairman  
Columbus County Board of Commissioners  
Date signed: 11-05-2007

ATTESTED BY:

/s/ June B. Hall  
Clerk to the Board

TOP TOBACCO, L.P.

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date signed: \_\_\_\_\_

Approved as to form:

/s/ Steven W. Fowler  
Columbus County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Contract Act.

/s/ Leo Hunt  
Columbus County Interim Finance Officer

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

This 6th day of November, 2007, personally came before me, Virginia D. Taylor, a Notary Public for Columbus County, North Carolina, June B. Hall, who being by me duly sworn, says that she is the Clerk of the Board of Commissioners of Columbus County; recognizes the official seal of the Board; is acquainted with Sammie Jacobs, who is Chairman of the Board; that she witnessed the signature of the Chairman and the affixation of the official seal of the Board to the foregoing instrument in the presence of the Chairman of the Board, in accordance with the order of the Board.

Witness my hand and official seal or stamp, this the 6th day of November, 2007.

/s/ Virginia D. Taylor  
Notary Public

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_  
 County, \_\_\_\_\_, do certify that on this the \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_, 2007, personally appeared before me \_\_\_\_\_,  
 \_\_\_\_\_ of Top Tobacco, L.P., proved to me by  
 satisfactory evidence to be the person whose name is signed on the foregoing instrument, and  
 acknowledged that \_\_\_\_\_ signed it voluntarily on behalf of the limited partnership and in the  
 capacity stated, for the purposes therein stated.

Witness my hand and official seal or stamp, this the \_\_\_\_\_ day of \_\_\_\_\_,  
 2007.

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

**Exhibit A**

**Columbus County Incentive Policy  
Project Top Tobacco Expansion**

**Minimum of \$100,000 investment and the creation of 5 jobs**

The incentives would apply to manufacturing, distribution and other industrial projects. Each project will be considered based upon the merits of that project. We do not do retail or commercial which includes professional offices.

**Requirements (Must meet all)**

- Entrepreneurs must show their belief in the project by detailing personal investment and liability for failure.
- No payments are made until jobs created, continuously employed, and reported to the state on quarterly or annual forms. These jobs must be in place for the quarter in which payment is to be received. The investment also must be listed and taxable per the tax roles.
- To be eligible, companies must provide evidence of a banking relationship, acceptable to the Economic Development Director's satisfaction.

**Example of Investing \$16,500,000.00**

The incentive is based on the tax rate of .765 for the 2006 year. \*The actual investment will be multiplied by the tax rate and percentage of incentive over a five year time span.

Tax year 1	85%	\$107,291.00
Tax Year 2	80%	\$100,980.00
Tax Year 3	75%	\$ 94,669.00
Tax Year 4	70%	\$ 88,358.00
Tax Year 5	70%	<u>\$ 88,358.00</u>
<b>TOTAL:</b>		<b><u>\$479,655.00.</u></b>

**Columbus County Incentive Policy**

The above figures are hypothetical and are based on the assumption that the company will make an investment of \$100,000.00, or more, subject to the payment of county taxes. Each year, the tax records will be checked to verify that the company has paid taxes on at least \$100,000.00 in property. Also, the Employment Security Commission must certify that the company has at least the minimum number of employees on the payroll to qualify for an incentive grant. If the taxable property is less than \$100,000.00, the incentive payment will be reduced based on the same percentage basis of the actual property taxes paid by the company. The incentive payment is paid once a year, over a period of five (5) years, after the taxes and employment numbers are verified each of the five (5) years.

Mr. Hinkle stated the following:

1. Top Tobacco did experience a setback, but they did have insurance that will cover the loss they suffered;
2. They are in the process of installing equipment; **and**
3. An Open House will be scheduled as soon as everything is in place.

Commissioner Memory made a motion to approve the Agreement with Top Tobacco, L.P. for an Incentive Grant Program, seconded by Commissioner McKenzie. The motion unanimously carried.

**Agenda Item #8: M.I.S. - DEPARTMENTAL UPDATE:**

Alan James, M.I.S. Director, delivered the following Departmental Update to the Board.

1. M.I.S. stands for Management of Information System ;
2. We are presently in our fourth year now;
3. We had two (2) formal departments that were merged into one (1) department as follows:
  - a. I.T. = network, service calls, all county government entities; **and**
  - b. G.I.S. = store, maintain and distribute all geographic mapping;
4. In our first year, we did analysis and design;
5. In the second year, we worked on development and implementation;
6. In the third year, we concentrated on maintenance and mitigation; **and**
7. In the fourth year, we are maintaining the system we have and concentrating on research and future planning.

**AGENDA ADD-ON:**

**AGREEMENT - "REVISED" AGREEMENT for SERVICE and OPERATION of WASTEWATER SYSTEM, and LEASE of WASTEWATER SYSTEM:** Steven W. Fowler, Columbus County Attorney, requested Board approval of the following two (2) documents for Grand Strand Water and Sewer Authority. **(The original Agreement for Service and Operation was approved by the Board at the October 04, 2006 Meeting.)**

**AGREEMENT FOR SERVICE AND OPERATION  
OF WASTEWATER SYSTEM**

**THIS AGREEMENT FOR SERVICE AND OPERATION OF WASTEWATER SYSTEM** (hereinafter "Agreement") is entered into by and between GRAND STRAND WATER AND SEWER AUTHORITY, a body corporate and politic and a consolidated Special Purpose District (statutorily defined as a governmental entity) of the State of South Carolina (hereinafter "GSWSA") and COLUMBUS COUNTY, a political subdivision of the State of North Carolina (hereinafter "Columbus ").

**WHEREAS**, GSWSA was created under Act No. 337 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina in 1971 (hereinafter "Act"), and further supplemented by Ordinance 3-86, which was duly adopted by the Horry County Council on April 1, 1986 (hereinafter "Ordinance") (the Act and the Ordinance hereinafter collectively "Charter"), and in accordance with the said Charter, has as its service area all of Horry County, South Carolina (hereinafter "County"), excluding only those areas designated within incorporated municipalities that own and operate a municipal waterworks and/or sewer system and the designated service area of Little River Water and Sewerage Company, Inc.; and

**WHEREAS**, under the terms of the Charter, GSWSA is duly authorized and empowered to acquire, construct, operate, maintain, improve and extend facilities which enable it to obtain fresh water in large volumes and distribute and sell said water, and is authorized to acquire, operate and maintain sewage collection systems and enlarge and improve sewer lines and facilities for the treatment and disposal of sewage and other waste; and,

**WHEREAS**, subject to the consent of an incorporated municipality located in GSWSA's defined service area, GSWSA is authorized to sell water or sewer service within the corporate limits of said municipality; and

**WHEREAS**, GSWSA is authorized by SC statutory law to enter into contract with governmental entities for the construction, operation, maintenance, improvement and enlargement of sewer facilities for use by one another; and

**WHEREAS**, Columbus is a unit of local government in the State of North Carolina, and authorized by North Carolina statutory law to enter into agreements with other units of local governments; and

**WHEREAS**, in accordance with and pursuant to the power granted in the above referenced statutory law for North and South Carolina, GSWSA and Columbus entered into an “Agreement for Service and Operation” as of October 23, 2006 (hereinafter “Original Agreement”) that anticipated Columbus’ grant of a franchise to GSWSA for the operation of sewer services in a defined geographical area within Columbus County; and

**WHEREAS**, due to regulatory requirements beyond the control of the parties hereto, GSWSA and Columbus are desirous of restructuring and Amending the Original Agreement as set forth herein.

**NOW THEREFORE**, for and in consideration of Five and No/100 (\$5.00) Dollars, the aforesated premises, and the mutual covenants and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, GSWSA and Columbus do hereby agree as follows:

## **ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION**

**SECTION 1.1 RULES OF CONSTRUCTION.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and, unless the context shall otherwise indicate, words in the singular shall also include the plural, and vice versa. The intent of this Agreement is to provide for the operation and management of the a wastewater system as described in Section 2.1 below. To that end, in the event any one or more provisions hereof are determined to be void, invalid or unenforceable, so long as the remainder of this Agreement is sufficient to accomplish its primary purpose, such void, invalid or unenforceable provisions shall be deemed severed from this Agreement, and shall remain in full force and effect. Certain representations, warranties and covenants are not verifiable or to be performed until after the Effective Date (as defined below); therefore, the provisions hereof shall survive the Effective Date and the transfers herein contemplated.

## **ARTICLE II AGREEMENT TO OPERATE COLUMBUS COUNTY SYSTEM**

**SECTION 2.1 SERVICE AREA.** In order to effectuate a method by which residents within a defined geographical area in Columbus County are able to obtain more economical and efficient wastewater collection and disposal services, GSWSA has agreed to construct, operate and manage a wastewater system (hereinafter “Wastewater System”) in those portions of Columbus County located with in the “Service Area” described on the attached Exhibit A and incorporated herein by reference (hereinafter “Service Area”), subject to the terms and conditions below

**SECTION 2.2 TERM OF AGREEMENT.** GSWSA will be responsible for the construction of the Wastewater System within the Service Area. In exchange for said construction, Columbus shall purchase wholesale wastewater services pursuant to Section 2.3 below from GSWSA for an initial term of thirty (30) years (hereinafter “Initial Term”). This Agreement will be automatically renewed for additional successive ten (10) year periods (hereinafter “Successor Term”) unless terminated by not later than one (1) year prior to the end of the Initial Term or any Successive Term by written notification from Columbus to GSWSA of its decision to terminate this Agreement and discontinue wastewater service in the Service Area.

**SECTION 2.3 SERVICE CHARGE.** Throughout the Term(s) of this Agreement, Columbus shall pay GSWSA a monthly service charge (the “Service Charge”), comprised of a Base Charge (as defined below), a one time connection charge for each customer connecting to the Wastewater System, a Fixed Charge (as defined below), and Volumetric Charge (as defined below). The Fixed Charge will be a monthly base charge on the number of customers connected to the Wastewater System and the Volumetric Charge will be determined by the water meter readings for each connected customer as provided by Columbus to GSWSA on a monthly basis. The Service Charge shall be One Hundred Fifty (150%) Percent of that which is charged to South Carolina retail customers, calculated by adding fifty (50%) percent of the monthly charge to South Carolina retail customers to the charge included in the amount due from Columbus. GSWSA shall employ all standard procedures for establishing rates charged to its customers during the entirety of this Agreement, unless amended by written agreement signed by all parties.



**SECTION 2.4 MAINTENANCE.** GSWSA shall maintain and operate that portion of the Wastewater System located in the Service Area that is installed by GSWSA, and as well as any portion installed by a developer and subsequently dedicated to GSWSA. All infrastructure installed by GSWSA or dedicated to GSWSA shall remain the sole and absolute property of GSWSA, but may be the subject of a separate lease from GSWSA to Columbus regarding the Wastewater System's operation.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES**

**SECTION 3.1 AUTHORITY.** The parties hereto represent and warrant that each has full right, power and authority to enter into this Agreement for the provision of wastewater service to those residents of Columbus located in the Service Area, has taken all action(s) necessary to authorize its execution and delivery hereof.

**SECTION 3.2 NO CONFLICT, BREACH OR DEFAULT.** The parties hereto represent and warrant that the execution and delivery of this Agreement and the performance of the obligations of each party hereunder will not conflict with or constitute a breach or default under any contract or agreement to which either is a party or by which either is bound, any law, regulation, administrative or judicial order or any judgment or decree to which either is subject, or governing and/or enabling documents of either Columbus or GSWSA. Each party further represents and warrants that neither is a party to any contracts for the provision of wastewater collection and disposal within the Service Area.

**SECTION 3.3 NO JOINT VENTURE.** The parties hereto represent and covenant that this Agreement is not intended to create a joint venture between the parties, and is to be strictly constructed as an agreement for the provision of wholesale wastewater collection and disposal services within a defined portion of Columbus County.

**SECTION 3.4 SERVICE.** GSWSA hereby represents and warrants that it shall provide wholesale service to Columbus according to its standard policies, procedures and guidelines now or to be in effect, which shall include its provisions regarding the interruption of service. Columbus hereby represents and warrants that it shall be subject to said policies, provisions and guidelines, and the rights and obligations of GSWSA's customers thereunder. In the event of a conflict between the rights, policies and procedures of GSWSA and this Agreement, with regard to rights and obligations of the parties hereto, this Agreement shall supersede.

### **ARTICLE IV OPERATIONAL COVENANTS**

**SECTION 4.1 OPERATION.** Unless otherwise agreed to by the parties by separate lease, GSWSA shall operate the Wastewater System in a sound and efficient manner so as to provide wastewater collection and treatment at rates that are as low as practicable to provide for the costs of its installation, operation and maintenance, including the replacement and upgrading of such parts as may be required from time to time.

#### **SECTION 4.2 SPECIFIC OBLIGATIONS.**

(a) **Application Process.** All deposits required at application shall be retained by Columbus. Columbus shall provide personnel as required by the North Carolina Utilities Commission ("NCUC") to accept applications for residents of Columbus in the Service Area, and shall provide GSWSA with copies of all applications and terminations on a monthly basis.

(b) **Payment of Service Charges.** The Service Charge billed to Columbus shall be paid to GSWSA by Columbus when due, irrespective of whether Columbus has been paid by the retail customer(s) for the use of the Wastewater System. Columbus shall be responsible for the billing and collection of bills due from retail customers.

© **Customer Service.** As required by NCUC, Columbus shall be responsible to its customers for providing wastewater treatment services. GSWSA shall have no direct contact, communications or customer service responsibilities with the customers.

(d) **Work in Streets and Rights-of-Way.** GSWSA shall notify Columbus in the event

that construction or maintenance activities will require the interruption of normal traffic, either by construction that requires pavement to be cut or when work in rights-of-way is required. In the case of scheduled work and maintenance, GSWSA will obtain an encroachment permit from Columbus, provided that no permit need be obtained for emergency work. Upon completion of any work, scheduled or otherwise, GSWSA shall restore the pavement to its condition prior to any cutting or other interference at its sole cost and expense, and shall be responsible for any damage to persons or property resulting from its activities in the streets and rights-of-way of Columbus. To the extent allowed by law, GSWSA agrees to indemnify and hold harmless Columbus from any and all liability resulting from GSWSA's activities within the streets or rights-of-way of Columbus.

(e) **Water System.** The water service shall be the responsibility of Columbus. To the extent possible, the water system installed by Columbus shall be installed such that the fire flow and potential developments within the Service Area will be supported. The water system shall be monitored by metered connections which shall be read monthly, and all meter readings shall be promptly provided to GSWSA at Columbus' cost and expense. The Wastewater System contemplated herein shall be installed by GSWSA along state or county owned roads in conjunction with the water system installed by Columbus.

**SECTION 4.3 CONDEMNATION.** Columbus and GSWSA acknowledge that it may become necessary from time to time to exercise the power of condemnation to provide for the continuation or improvement of the water and wastewater systems within the Service Area. In such event, Columbus agrees to pursue condemnation, including, upon mutual agreement between the parties, being the moving party in pursuit thereof; provided, however, in such event, the parties shall enter into a separate agreement regarding GSWSA's obligation to reimburse Columbus for the costs and expenses of any such proceeding. No approvals required by this section shall be unreasonably withheld.

## ARTICLE V TERMINATION AND DEFAULT

**SECTION 5.1 TERMINATION OF SERVICE.** Should Columbus elect to terminate this Agreement prior to the expiration of the Initial Term, Columbus shall be required to purchase all of the property of GSWSA then being utilized in conjunction with the Wastewater System. The purchase price shall be determined by subsequent agreement of the parties. If the parties are unable to agree on a purchase price, then the purchase price shall be established as the average of the appraisals made by three (3) different appraisers, one (1) appointed by each of the parties and the third by the two (2) so appointed. This provision shall not apply to any purchase or acquisition by Columbus of capacity in any treatment plants or disposal from GSWSA.

### **SECTION 5.2 DEFAULT.**

(a) Should either party be found to have false representations with respect to this Agreement, the misrepresenting party shall be in default, and all costs of correction shall be borne by said party.

(b) Should Columbus fail to make any payment required by this Agreement, after ten (10) days written notice of said default, GSWSA may, at its option, institute such action as may be necessary to enforce payment of such amounts (including penalties and interest on the past due amount as charged to all other retail customers). Any failure to notify Columbus shall not be deemed a waiver of the rights of GSWSA hereunder.

© Should either party fail to timely perform any non-monetary obligations hereunder, or any conflict arise during any term of this Agreement, the parties agree that all disputes relating to the Agreement shall first be submitted to non-binding mediation unless the parties mutually agree otherwise. If no agreement is reached in mediation, either party may compel action or seek relief before the appropriate court of law in the State of South Carolina. If, however, the relief sought by a party is for injunctive relief or other emergency relief where time constraints make mediation impractical, then the obligation for mediation is waived. The costs and reasonable attorney's fees of such action shall be recoverable from the non-prevailing party.

## ARTICLE VI MISCELLANEOUS

**SECTION 6.1 PRIOR AGREEMENTS.** GSWSA and Columbus agree and covenant that, upon

the Effective Date herein, any prior agreements between Columbus and GSWSA as to the collection and disposal of wastewater shall be deemed to be null, void and having no further force or effect.

**SECTION 6.2 COUNTERPARTS.** This Agreement may be executed in whole or counterparts, which when assembled shall constitute but one (1) original Agreement.

**SECTION 6.3 EFFECT OF DISSOLUTION OF A PARTY.** In the event either party should be dissolved, or its legal existence otherwise terminated, all of the covenants, stipulations, obligations and agreements contained herein by, on behalf of, or for the benefit of the dissolved or terminated party shall bind or inure to the benefit of the successor or successors thereof.

**SECTION 6.4 MANNER OF GIVING NOTICE.** All notices, demands and requests to be given to or made hereunder by GSWSA or Columbus shall be given or made in writing and sent by United States registered mail, return receipt requested with postage prepaid, to the following address:

(a) As to GSWSA:

Grand Strand Water and Sewer Authority  
Post Office Box 2368  
Conway, South Carolina 29528  
Attention: Fred Richardson, Chief Executive Officer

(b) As to Columbus:

Columbus County  
Office of County Attorney  
111 Washington Street  
Whiteville, NC 28472

The above referenced addresses may be changed at any time upon written notice of such change sent by United States registered mail, postage prepaid, to the other parties by the party effecting the change.

**SECTION 6.5 RIGHTS OF OTHERS.** Except as otherwise expressly provided herein, nothing in this Agreement is intended or shall be construed to confer upon any person, firm or corporation, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof. This Agreement and each provision herein is intended to be and is for the sole and exclusive benefit of GSWSA and Columbus.

**SECTION 6.6 HEADINGS.** Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**SECTION 6.7 FURTHER AUTHORITY.** The officers of GSWSA and Columbus, their attorneys, engineers and other agents or employees are hereby authorized to do all acts and things required of them by this Agreement for the full, punctual and complete performance of all of the terms, covenants and agreements contained herein.

**SECTION 6.8 ENTIRE AGREEMENT.** This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire Agreement between the parties. No oral statements or representations whatsoever shall be considered a part hereof. Any modifications must be in writing and signed by the parties hereto.

**SECTION 6.9 APPLICABLE LAW.** This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of South Carolina. The parties hereto expressly consent to the jurisdiction of the Fifteenth Judicial Circuit for the State of South Carolina.

**SECTION 6.10 INDEMNIFICATION.** To the extent provided by law, in the event either party fails to meet its obligations as required herein, the defaulting party agrees to indemnify and hold the non-defaulting party harmless from and against any and all claims, damages, disputes or losses arising out of or in any way connected with the claim or claims which may arise, if any, regarding its failure to comply. This shall include payment of all costs and reasonable attorney's fees incurred in the enforcement of this Section 6.10.

**SECTION 6.11 BINDING EFFECT.** This Agreement is binding on the parties hereto and on their successors, heirs, executors and administrators.

**SECTION 6.12 ASSIGNMENT.** The parties hereto understand and agree that this Agreement may not be assigned without the express written consent of the other, unless mandated by statute or Court Order.

**SECTION 6.13 TIME IS OF THE ESSENCE.** Anywhere a day certain is stated for payment or performance of any obligation, the day certain so stated enters into and becomes a part of the consideration of this Agreement.

**SECTION 6.14 EFFECTIVE DATE.** The Effective Date shall be deemed the last date in which a party signs this Agreement.

**IN WITNESS WHEREOF,** the undersigned parties have executed this Service and Operation Agreement this \_\_\_\_ day of \_\_\_\_\_, 2007.

Signed, Sealed and Delivered  
in the Presence of:

**GRAND STRAND WATER AND SEWER  
AUTHORITY**

By: \_\_\_\_\_

Fred R. Richardson

Its: Chief Executive Officer

\_\_\_\_\_

witness

\_\_\_\_\_

witness

STATE OF SOUTH CAROLINA )

)

**PROBATE**

COUNTY OF Horry )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **Grand Strand Water and Sewer Authority** by **Fred R. Richardson** its **Chief Executive Officer** sign, seal and as its act and deed execute the foregoing Agreement for Service and Operation of Wastewater System and that (s)he with the other named witness, witnessed the execution thereof.

\_\_\_\_\_  
Witness

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_  
(Seal)

**IN WITNESS WHEREOF,** the undersigned parties have executed this Service and Operation Agreement this \_\_\_\_ day of \_\_\_\_\_, 2007.

COLUMBUS COUNTY  
By: /s/ Sammie Jacobs, Chairman  
Columbus County Board of Commissioners  
Date signed: 11-05-2007

ATTESTED BY:  
/s/ June Hall  
Clerk to the Board

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

This 6<sup>th</sup> day of November, 2007, personally came before me, Virginia D. Taylor, a Notary Public for Columbus County, North Carolina, June B. Hall, who being by me duly sworn, says that she is the Clerk of the Board of Commissioners of Columbus County; recognizes the official seal of the Board; is acquainted with Sammie Jacobs, who is Chairman of the Board; that she witnessed the signature of the Chairman and the affixation of the official seal of the Board to the foregoing instrument in the presence of the Chairman of the Board, in accordance with the order of the Board.

Witness my hand and official seal or stamp, this the 6<sup>th</sup> day of November, 2007.

/s/ VIRGINIA D. TAYLOR

Notary Public

My Commission Expires: 04-27-2008

Approved as to form:

/s/ STEVEN W. FOWLER

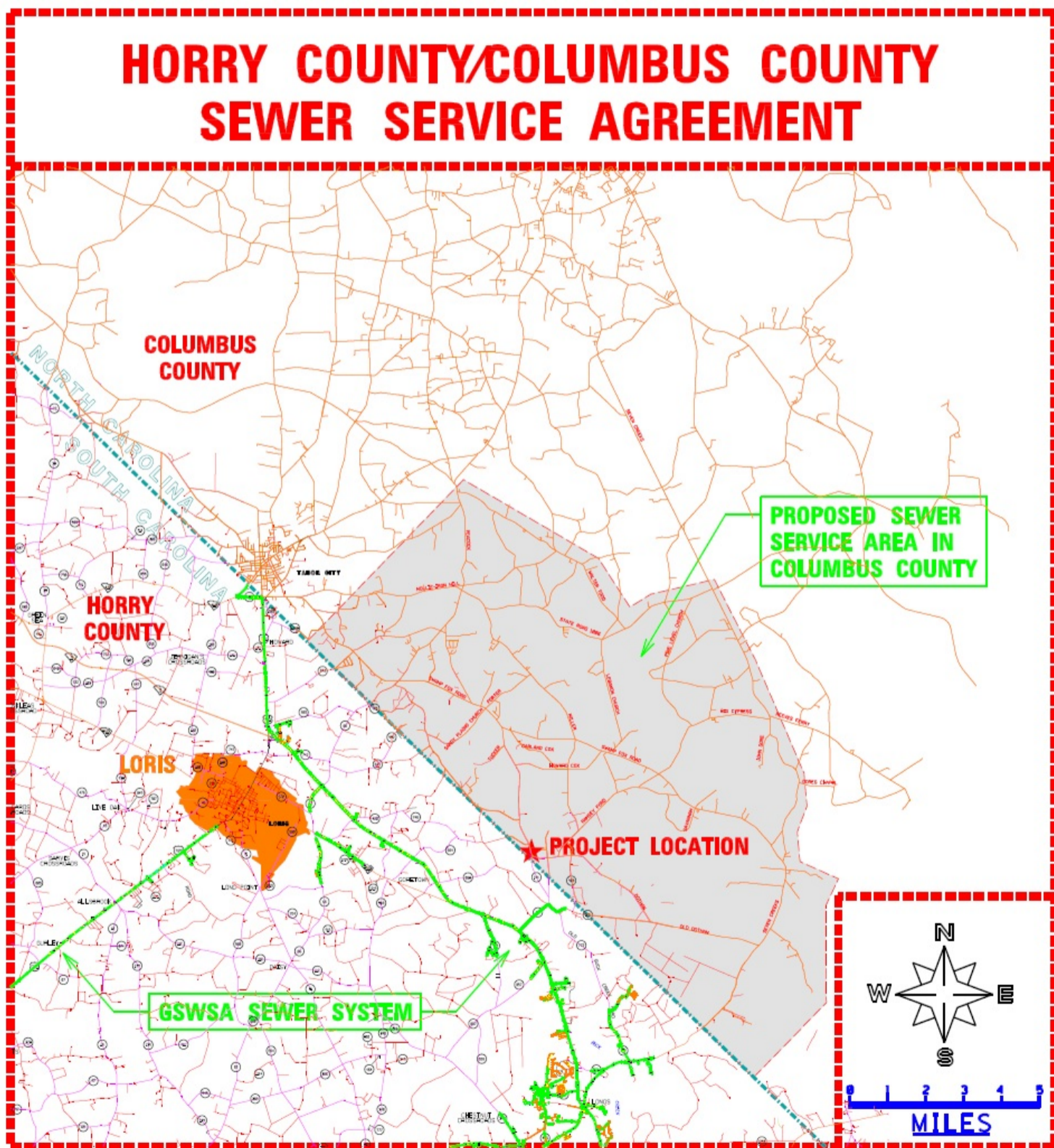
Columbus County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act.

/s/ LEO HUNT

Columbus County Interim Finance Officer

### EXHIBIT A



LEASE OF WASTEWATER SYSTEM

**THIS LEASE OF WASTEWATER SYSTEM** (hereinafter "Lease") is made and entered into this \_\_\_\_ day of October, 2007, by and between Grand Strand Water & Sewer Authority (hereinafter "GSWSA") and Columbus County (hereinafter "Columbus").

**WITNESSETH:**

**WHEREAS**, GSWSA and Columbus have entered into an Agreement for Service and Operation of Wastewater System (hereinafter "Service Agreement") on eventdate herewith, regarding GSWSA's construction or agreement to construct a Wastewater System within the Service Area (both as defined in the Service Agreement); and

**WHEREAS**, GSWSA is the owner of the infrastructure installed in the Service Area; and

**WHEREAS**, GSWSA has agreed to lease the Wastewater System to Columbus for its operation; and

**WHEREAS**, the parties to this Lease wish to commit to writing the terms of their agreement.

**NOW, THEREFORE**, for and in consideration of the sum of Five and 00/100 (\$5.00) Dollars, the mutual obligations and agreements contained herein and in the Service Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Premises.** GSWSA hereby leases to Columbus the Wastewater System composed of sewer lines and such other additional facilities as are installed and are necessary to maintain the sewage collection system in the Service Area. Said Wastewater System is described on the Drawings of the system and shall be provided by GSWSA to Columbus upon the completion of each phase of the project (said system is referred to hereinafter as the "Premises").

**2. Rights Reserved.** GSWSA reserves the right to install, locate, construct or modify portions of the Wastewater System as necessary, in GSWSA's sole discretion for its effective operation the system or for the safety and security of the Wastewater System. GSWSA further reserves the right to extend any service lines and/or main lines, beyond the location shown on the record Drawings, whether by amendment to the Service Agreement between the parties or separate agreement with other parties provided no additional burdens or obligations are assessed to Columbus without their approval. GSWSA, however, assumes no responsibility and is not obligated to, extend any portion of the Wastewater System beyond that which is shown on Exhibit "A".

**3. Term.** This Lease shall be effective as of the date of execution by both parties and shall be for a period that runs concurrent with the Service Agreement between the parties. The term may be modified or extended as provided in the Service Agreement which is made a part and parcel hereof by the reference hereto.

**4. Lease Payments.** The leasehold payments shall be the sum of Ten and 00/100 (\$10.00) Dollars per year and said sum shall be paid at the commencement of this Lease and on each anniversary date thereof.

**5. Use/Governmental Approvals:** Columbus shall use the Premises only for purposes of a wastewater system. Columbus shall obtain all governmental approvals, and construction and operation permits that may be required by the North Carolina Utilities Commission, Department of Natural Resources or other state or local authorities which will permit the construction and operation of the Wastewater System. GSWSA will cooperate with Columbus in its effort to obtain such approvals or permits and shall provide all relevant record Drawings and related materials required for application for such permits or approvals.

**6. Access to System.** GSWSA shall have free access to the Wastewater System at all times for the installation, modification and maintenance of said system as necessary for GSWSA to perform its duties under the Service Agreement. GSWSA agrees that all installations or modifications to the Wastewater System shall comply with all rules and regulations of the appropriate governmental or regulatory bodies.

**7. Indemnification.** To the fullest extent allowable by law, each party shall indemnify and hold harmless the other against any and all costs, expenses, legal proceedings,

attorney’s fees, claims or demands, whether due to personal injury or loss of life, damage to property, resulting or arising from or out of the use or activities on the Premises by a party, its agents or employees.

**8. Insurance.** Throughout the term of this Lease, GSWSA and Columbus shall maintain commercial general liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million and 00/100’s (\$2,000,000.00) Dollars for each occurrence resulting from the operations of that party on the Premises or such other amount as may be required by North Carolina statutes.

**9. Quiet Enjoyment.** GSWSA covenants that Columbus, upon the payment of the Lease Payment set forth above, and Columbus’ performance of the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises subject to any reasonable restrictions imposed by GSWSA pursuant to the Service Agreement, other agreement between the parties, or by the North Carolina Utilities Commission.

**10. Title.** GSWSA covenants that GSWSA is the owner of the Wastewater System which is the subject of this Lease and has full authority to enter into this Lease.

**11. Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier whose regular business is a delivery service and it guarantees delivery to addressee by the end of the next business day from the courier’s receipt from sender. Notices shall be addressed as follows:

LESSOR: Grand Strand Water & Sewer Authority  
Post Office Box 2368  
Conway, SC 29528  
Attention: Chief Executive Officer

LESSEE: Columbus County  
11 Washington Street  
Whiteville, NC 28472  
Attention: County Attorney

**12. Successors.** This Lease shall extend to and bind the successors and assigns of the parties hereto.

**13. Applicable Laws.** Columbus shall use the Premises as may be required or permitted by applicable laws, rules and regulations.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and affixed their seals the day and year first above written.

LESSOR:  
Grand Strand Water & Sewer Authority

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Fred R. Richardson, Chief Executive Officer

STATE OF SOUTH CAROLINA )  
   )  
COUNTY OF HORRY )

**PROBATE**

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within name **Grand Strand Water and Sewer Authority** by **Fred R. Richardson, Chief Executive Officer** sign, seal and as its act and deed execute the foregoing Lease of Wastewater System and that (s)he with the other named witness, witnessed the execution thereof.

\_\_\_\_\_  
Witness

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2007.

Notary Public for South Carolina

My commission expires: \_\_\_\_\_(Seal)

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals the day and year first above written.

**LESSEE:**

COLUMBUS COUNTY

By: /s/ Sammie Jacobs, Chairman

Columbus County Board of Commissioners

Date signed: 11-05-2007

ATTESTED BY:

/s/ June Hall

Clerk to the Board

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

This 6th day of November, 2007, personally came before me, VIRGINIA D. TAYLOR, a Notary Public for Columbus County, North Carolina, June B. Hall, who being by me duly sworn, says that she is the Clerk of the Board of Commissioners of Columbus County; recognizes the official seal of the Board; is acquainted with Sammie Jacobs, who is Chairman of the Board; that she witnessed the signature of the Chairman and the affixation of the official seal of the Board to the foregoing instrument in the presence of the Chairman of the Board, in accordance with the order of the Board.

Witness my hand and official seal or stamp, this the 6<sup>th</sup> day of November, 2007.

VIRGINIA D. TAYLOR

Notary Public

My Commission Expires: 04-27-2008

Approved as to form:

/s/ STEVEN W. FOWLER

Columbus County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act.

LEO HUNT

Columbus County Interim Finance Officer

On behalf of Fred R. Richardson, Chief Executive Officer of Grand Strand Water and Sewer Authority, Lynn Stevens, Attorney with McNair Law Firm, stated the following:

1. The original Agreement has been revised to meet the requirements of the State Utilities Commission;
2. The summation of all the changes is that Grand Strand Water and Sewer Authority will wholesale the service to Columbus County; **and**
3. Columbus County will then sell the service to the customers.

Commissioner Norris made a motion to approve the “revised” Agreement for Service and operation of Wastewater System, and the Lease of Wastewater System with Grand Strand Water and Sewer Authority, seconded by Commissioner Gore. The motion unanimously carried.

**Agenda Item #9: RESOLUTION - “ORIGINAL” RESOLUTION to ADOPT POLICIES and PROVIDE STAFF DIRECTION RELATING to ILLEGAL RESIDENTS in COLUMBUS COUNTY -or- “ R E V I S E D ” RESOLUTION to ADOPT POLICIES and PROVIDE STAFF DIRECTION RELATING to ILLEGAL RESIDENTS in COLUMBUS COUNTY:**

Vice Chairman Prevatte requested Board approval and adoption of the “original” Resolution to Adopt Policies and Provide Staff Direction Relating to Illegal Residents in Columbus County, which had the first reading at the October 19, 2007 Board Meeting, -or-, Board approval and adoption of the following “revised” Resolution to Adopt Policies and Provide Staff direction Relating to Illegal Residents in Columbus County. **(This will be the second reading of the ORIGINAL Resolution, and the first reading of the REVISED Resolution)**



**RESOLUTION TO ADOPT POLICIES  
AND PROVIDE STAFF DIRECTION RELATING TO  
ILLEGAL RESIDENTS IN COLUMBUS COUNTY**

**WHEREAS**, the United States now has a population in excess of 300 million people; and

**WHEREAS**, the 2000 Census estimated that between 8 and 11 million illegal aliens were living the United States at that time, with the illegal population estimated to be increasing by about one million per year; and

**WHEREAS**, as one of the states with the highest influx of foreign-born population, both legal and illegal, North Carolina saw a 273.7 percent increase in foreign-born population from 1990 to 2000 and an increase of 58.1 percent (from 373,000 to 590,000) in the past five years; and

**WHEREAS**, North Carolina is home to approximately 300,000 illegal aliens, costing the State approximately \$250 million per year for education, health care, and social services, all paid for by the taxpaying citizens of the State; and

**WHEREAS**, like North Carolina and Columbus County, communities throughout the nation are struggling to provide services to cope with the population explosion caused by illegal immigration; and

**WHEREAS**, the influx of illegals contributes to overcrowding in school classrooms, public parks, and recreational facilities; depletion of affordable housing, which was already in short supply for lower income citizens; havoc and death on our highways; increases in the crime rate due to lack of comprehension of the English language and inability to read and follow established laws; and lack of social and personal health care standards; and

**WHEREAS**, the increased illegal population is drastically affecting the availability of jobs and rapidly creating a negative impact on the budget of our State; and

**WHEREAS**, in an effort to combat the extreme financial pressure being placed on local government, the Columbus County Board of Commissioners deems it appropriate to take steps at the local level to provide a more secure environment for the health, education, and welfare of its people who support governmental operations through payment of their annual ad valorem taxes; and

**WHEREAS**, President George W. Bush declared in his January 7, 2004 immigration policy proposal address to the nation that the United States immigration system is broken and must be reformed; and

**WHEREAS**, a nation that values and depends upon immigration should have rational and humane immigration laws that serve the American economy, reflect the American dream and address the eight to eleven million undocumented immigrants currently in the United States; and

**WHEREAS**, by law, immigration policy regulation, enforcement and law remains under the jurisdiction and responsibility of the US federal government; and

**WHEREAS**, not providing a legal means of working and living in this country forces million of immigrants into a clandestine way of life, creating a black market for documents which threatens national security and the personal welfare of immigrants; and

**WHEREAS**, modernizing our antiquated and dysfunctional immigrant system will reinforce our national security and uphold our nation's basic values of fairness, equal opportunity and respect for the law;

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED** that the Columbus County Board of Commissioners establishes the following policies with respect to illegal residents and directs County staff as follows:

1. To cease and desist local funding for any local programs to the extent that they serve illegal residents.
2. To reduce expenditures on all federally funded and state-funded non-mandated programs to the extent that they serve illegal residents.

3. To discontinue contracting, based on reasonable information, with any county or out-of-county businesses employing or using identifiable illegal residents where county tax dollars are being expended.
4. To request the Columbus County Sheriff to diligently battle the ever-increasing criminal element which is growing daily with the influx of illegal residents and to consistently check the immigration status of each undocumented resident upon his or her arrests by such available means as fingerprints, federally verified social security numbers, and other accessible data.
5. To allow the Columbus County Sheriff to partner with Immigration and Customs Enforcement (ICE) officials to verify undocumented residents during the investigation or processing of any public safety inspection or offense and detain for deportation any illegal residents so identified.
6. To direct all county departments and agencies, to the extent that they are able to do so with available information, to begin expenditure reductions for discretionary services provided to illegal aliens; and

**BE IT FURTHER RESOLVED** that this Board urges the County to further study the impact of immigration to this county and region and produce policy recommendations in a timely manner based on fact and possible legal action; and

**BE IT FURTHER RESOLVED** that the Clerk to the Board is authorized and directed to transmit a copy of this resolution to each member of the local North Carolina General Assembly delegation for Columbus County, North Carolina Congressional Delegation and the President of the United States.

This \_\_\_\_\_ day of November, 2007.

**COLUMBUS COUNTY**

By: \_\_\_\_\_  
**Sammie Jacobs, Chairman**  
**Board of Commissioners**

**ATTEST:**

\_\_\_\_\_  
**June B. Hall, Clerk to the**  
**Board of Commissioners**

Vice Chairman Prevatte made a motion to table this matter for two (2) weeks due to a recent discovery of additional information, seconded by Commissioner Memory. The motion unanimously carried.

- Agenda Item #10: CDBG GRANT # 06-C-1605 - Approval of the Following Documents:**
- A. Recipient’s Plan to Further Fair Housing;**
  - B. Local Economic Benefit for Low - and Very Low - Income Persons Plan 2007 CDBG Program/Section 3; and**
  - C. Equal Employment and Procurement Plan:**

Leo Hunt, Interim County Manager, requested Board approval of the following three (3) documents, as listed above, for the CDBG Grant # 06-C-1605, as follows:

**Recipient’s Plan to Further Fair Housing**

County of Columbus /Building Dream Center Capacity  
**Recipient**

111 Washington Street, Whiteville, NC 28472  
**Recipient’s Address**

Gail Edwards, Executive Assistant to Columbus County Manager (910) 642-6630  
**Contact Person Telephone Number**

**I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.**

First Time \_\_\_\_\_ Past Activities XX

**II. Identify and analyze obstacles to affirmatively further fair housing in recipient's community. (Use additional pages as necessary)**

No obstacles have been identified. However, many citizens are unaware of the procedures regarding Title VIII regulations. Upon any complaints, the program administrator will investigate and make necessary referrals.

**III. Briefly describe the activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule for implementation of these activities must be included. *Activities must be scheduled for implementation at least on a quarterly basis.* (Use additional pages as necessary)**

**Time Line for Fair Housing Activities**

**October – December 2007** Publish a comprehensive newspaper article in the local papers informing the public about the Capacity Building Grant and promoting Fair Housing to the community.

**January – March 2008** Post the NC Fair Housing Posters countywide. Distribute the NC Fair Housing brochures to local realtors, financial institutions, faith community and target area residents as well as all housing clients served by DREAM Center.

**April – June 2008** Sponsor a community forum to discuss Fair Housing issues including housing discrimination.

**July – September 2008** Publish a newspaper article in the local paper including the county's informing the public about Fair Housing.

**October – December 2008** Publish a comprehensive newspaper article in the local papers informing the public about Fair Housing.

**January – March 2009** Post the NC Fair Housing Posters countywide. Distribute the NC Fair Housing brochures to local businesses, public and private agencies, and target area residents as well as all housing clients served by DREAM Center.

**April – June 2009** Sponsor a community forum to discuss Fair Housing issues including housing discrimination.

**July – September 2009** Publish a newspaper article in the local paper including the county's complaint procedure for Fair Housing.

**IV. Will the above activities apply to the total County?**

Yes XX NO \_\_\_

**V. Describe recipient's method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures. (Use additional pages as necessary)**

- 1. Any person or persons wishing to file a complaint of housing discrimination in the county may do so by informing the county manager of the facts and circumstances of the alleged discriminatory acts or practice.**

In the process of promoting fair housing, the County of Columbus shall assist anyone wishing to file a housing complaint. Persons wishing to register or file a claim may do

so by contacting the County Manager at the County Administrative Building at (910) 640-6630, or by contacting the Grant Administrator at (910) 642-0633.

- 2. Upon receiving a housing discrimination complaint, the County Manager shall knowledge the complaint within 10 days in writing and inform the North Carolina Human Relations Commission about the complaint.**

Within 10 days upon receipt of a housing complaint, the County Manager or Grant Administrator will acknowledge the complaint and alert the North Carolina Human Relations Commission of the complaint. The Grant Administrator will be available to assist with completion of a formal complaint to the North Carolina Human Relations Commission at 110 East Six Forks Road, Raleigh, North Carolina 27699-1318.

- 3. The County Administration shall offer assistance to the commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the county.**

County Administration will utilize the Grant Administrator to conduct followup of any complaints and to provide assistance to the North Carolina Human Relations Commission in its investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the county.

- 4. The County Manager shall publicize in the local newspaper who is the local agency to contact with housing discrimination complaints.**

The county will post the Fair Housing Complaint Procedure on the public notice board in the County Administrative Building. Additionally, this procedure will be advertised in the local newspaper.

**APPROVED BY:** Sammie Jacobs  
**Name of Chairman**  
 /s/ SAMMIE JACOBS  
**Signature of Chairman**  
**Date:** 11-05-2007

**Local Economic Benefit for Low- and Very Low-Income Persons Plan  
 2007 CDBG Program/Section 3**

To insure that, to the greatest extent possible, contracts for work are awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, the County of Columbus has developed and hereby adopts the following Plan:

This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

This Section 3 covered project area for the purposes of this grant program shall include the County of Columbus and portions of the immediately adjacent area.

When in need of a service, the County of Columbus will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.

The County of Columbus will include this Section 3 clause in all contracts executed under this CDBG Program. Where deemed necessary, listings from any agency noted above shall be included as well as sources of subcontractors and suppliers.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Columbus County Employment Security Commission shall be notified and referred to the contractor.

Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise in our local newspaper an advertisement, prominently located as a display advertisement, the pertinent information regarding the project including all Section 3 required information.

Adopted this 5<sup>th</sup> day of November 2007.

/s/ Sammie Jacobs, Chairman  
Columbus County Commissioner

Commissioner McKenzie made a motion to approve the above listed three (3) documents for the CDBG Grant # 06-C-1605, seconded by Commissioner Gore. The motion unanimously carried.

### **County of Columbus Equal Employment and Procurement Plan**

The County of Columbus maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the County of Columbus prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The County of Columbus shall strive for greater utilization of all persons by identifying previously under utilized groups in the work force, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and Affirmative Action measures is hereby assigned to the Chairman and/or other persons designated by the Chief Elected Official to assist in the implementation of this policy statement.

The County of Columbus shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the Chief Elected Official.

The County of Columbus is committed to this policy and is aware that with its implementation, the County of Columbus will receive positive benefits through the greater utilization and development of all its human resources.

Adopted this 5<sup>th</sup> day of November, 2007.

/s/ SAMMIE JACOBS  
(Chief Elected Official)

**ATTEST:**  
/s/ JUNE B. HALL  
(Clerk)

### **RECESS REGULAR SESSION and enter into COMBINATION MEETING of COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING:**

At 6:55 P.M., Commissioner Memory made a motion to recess Regular Session and enter into a Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded by Commissioner Norris. The motion unanimously carried.

**Agenda Item #11: WATER BOARDS' MINUTES APPROVAL:**

- A. October 15, 2007 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III and IV Board Meeting (4 sets); and
- B. October 15, 2007 Columbus County Water and Sewer District IV Meeting.

This information will be recorded in Minute Book 1 for each of the applicable Water Districts.

**Agenda Item #12: ORDINANCE - WATER EMERGENCY ORDINANCE:** Leroy Sellers, Public Utilities Director, is requesting Board approval and adoption, as per the State requirement. **(This will serve as the first reading.)**

This information will be recorded in Minute Book 1 for each of the Water Districts.

**ADJOURN COMBINATION MEETING of COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III IV and V BOARD MEETING and resume REGULAR SESSION:**

At 7:03 P.M., Commissioner Memory made a motion to adjourn the Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, and resume Regular Session, seconded by Commissioner Norris. The motion unanimously carried.

**Agenda Item #13: 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
Airport Authority	II IV V VII	Alex N. Jordan Lloyd Pebo Collier, Jr. William C. Cox, III James Thompson	10-20-2007 10-20-2007 10-20-2007 10-20-2007	<b>Re-Appoint</b> <b>Re-Appoint</b> <b>Re-Appoint</b> <b>Re-Appoint</b>
Chadbourn Planning & Zoning Board	EB	<b>-Vacancy-</b>	05/2009	<b>Hold</b>
Fair Bluff Planning Board	EB	Billie Washington (ETJ)	April, 2007	<b>Hold</b>
Housing Advisory Committee	IV	Marshall Shepherd (Deceased)	06-30-2007	<b>Hold</b>
Industrial Facilities Pollution Control Financing Authority	EB	Larry Buffkin (Resigned)	06-30-2010	<b>Hold</b>
Juvenile Crime Prevention Council	III	Sandra Lewis (Replaces Jerry Jacobs)	06-30-2009	<b>Appoint</b>
Library Board of Trustees	II	Robert L. Young	06-30-2007	<b>Hold</b>
Nursing/Adult Care Home Joint Comm Advisory Committee <b>Motion: Prevatte</b> <b>Second: Memory</b>	EB	Betty Ann Page	11/03/2007	<b>Re-Appoint</b>
Planning Board	IV	Ivan Wilson (Resigned)	09/30/2007	<b>Hold</b>

**Agenda Item #14: CONSENT AGENDA ITEMS:**

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

- A. **Budget Amendments:**

TYPE	ACCOUNT	DETAILS	AMOUNT
Expenditure	10-5173-512100	Salaries	(5006.00)
	10-5173-518100	FICA	(953.00)
	10-5173-518200	Retirement	(1063.00)
	10-5173-518300	Insurance	(6810.00)
	10-5173-518400	401K Contribution	(433.00)
	10-5173-518910	Christmas Bonus	(25.00)
	10-5173-526000	Office Supplies	3500.00
	10-5173-526001	Departmental Supplies	2.00
	10-5173-531100	Travel	914.00
	10-5173-532100	Telephone	500.00
	10-5173-532101	Postage	400.00
Revenue	10-3513-430165	Bilingual Health Check	(8974.00)
Expenditure	10-9600-559110	Governmental Complex Road Paving	14,676.00
Revenue	10-3839-482010	Sale of Fixed Assets	14,676.00
Expenditure	10-4310-512100	Departmental Supplies	26,227.00
	10-4310-518100	FICA	2,006.00
	10-4310-518200	Retirement Contributions	1,214.00
	10-4310-518400	LEO 401K Contributions	1,311.00
	10-4310-539200	Uniforms	3,300.00
	10-4310-518300	Insurance Contributions-Health	6,665.00
Revenue	10-3431-489055	DSS Officer Revenues	40,723.00
Expenditure	10-4310-535300	M&E Vehicles (101 car)	2,926
	10-4310-535300	M&R Vehicles (Keith car)	1,557
Revenue	10-3839-489000	Misc Revenue - GIF	4,282
Expenditure	68-4520-550010	Capital Outlay-Vehicle Price Increase	11,673.00
Revenue	68-3452-430080	NCDOT Capital	11,673.00

**B. November 05, 2007 Tax Refunds and Releases:**

**TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office):  
November 05, 2007**

Refunds Name: Godwin, Teddy Amount: \$0.00  
 Value: \$0.00 Year 007 Account # 09-05613 Bill # 52403 Total \$193.00  
 Refund the user fee that was prepaid in January 2007.  
 412 A.M. Godwin Rd. Clarendon NC 28432

Refunds Name: Mitchell, James R. Amount: \$0.00  
 Value: \$0.00 Year 007 Account # 08-12800 Bill # 65231 Total \$193.00  
 Refund user fee. House is vacant and does not have a trash can.  
 3909 Old Northeast Rd. Lake Waccamaw NC 28450

Refunds Name: Reaves, James C. Amount: \$0.00  
 Value: \$0.00 Year 007 Account # 07-13720 Bill # 70147 Total \$32.16  
 Refund a portion of the user fee. House burned and trash can was picked up 10/24/07.

1621 Ramsey Ford Rd. Nakina NC 28455

**TAX RELEASES (as submitted to the Governing Body Office from the Tax Office):  
November 05, 2007**

Release the Property Value in the name of Adams, Robert E. Amount: \$52.93  
 Value: \$6,495.00 Year: 2007 Account # 05-00021 Bill # 7566 Total \$448.67  
 Release the value of two mobile homes, the Columbus Rescue (1.30) and W3 (8.44). The homes are double listed in the names of Buddy Adams and Hope Green.

Release the Property Value in the name of Correll, John W. Amount: \$10.92  
 Value: \$1,400.00 Year: 2004 Account # 15-04306 Bill # 1086 Total \$16.94  
 Release the value of a boat, the Riegelwood Sanitary (4.20) and the Columbus Rescue (.28). The boat was moved out of the county in 2003.

Release the Property Value in the name of Correll, John W. Amount: \$9.49  
 Value: \$1,240.00 Year: 2006 Account # 15-04306 Bill # 5773 Total \$14.81  
 Release the value of a boat, the Riegelwood Sanitary (3.72) and Columbus Rescue (.25). The boat was moved out of the county in 2003.

Release the Property Value in the name of Correll, John W. Amount: \$8.15  
 Value: \$1,000.00 Year: 2007 Account # 15-04306 Bill # 5793 Total \$12.49  
 Release the value of a boat, the Riegelwood Sanitary (3.00) and the Columbus Rescue (.20). The boat was moved out of the county in 2003.

Release the Property Value in the name of Fields, Julia Amount: \$107.64  
 Value: \$13,800.00 Year: 2001 Account # 15-13660 Bill # 0585 Total \$126.96  
 Release the property value, the Acme Delco Fire (16.56) and the Columbus Rescue (2.76). The property is listed in Brunswick County.

Release the Property Value in the name of Fields, Julia Amount: \$210.27  
 Value: \$25,800.00 Year: 2007 Account # 15-13660 Bill # 9747 Total \$246.39  
 Release the property value, the Acme Delco Fire (30.96) and the Columbus Rescue (5.16). The property is listed in Brunswick County.

Release the Property Value in the name of Fields, Julia Amount: \$197.37  
 Value: \$25,800.00 Year: 2006 Account # 15-13660 Bill # 9602 Total \$233.49  
 Release the property value, the Acme Delco Fire (30.96) and the Columbus Rescue (5.16). The property is listed in Brunswick County.

Release the Property Value in the name of Fields, Julia Amount: \$188.34  
 Value: \$25,800.00 Year: 2005 Account # 15-13660 Bill # 8663 Total \$224.46  
 Release the property value, the Acme Delco Fire (30.96) and the Columbus Rescue (5.16). The property is listed in Brunswick County.

Release the Property Value in the name of Fields, Julia Amount: \$107.64  
 Value: \$13,800.00 Year: 2004 Account # 15-13660 Bill # 4829 Total \$126.96  
 Release the property value, the Acme Delco Fire (16.56) and the Columbus Rescue (2.76). The property is listed in Brunswick County.

Release the Property Value in the name of Fields, Julia Amount: \$107.64  
 Value: \$13,800.00 Year: 2002 Account # 15-13660 Bill # 8247 Total \$126.96  
 Release the property value, the Acme Delco Fire (16.56) and the Columbus Rescue (2.76). The property is listed in Brunswick County.

Release the Property Value in the name of Fields, Julia Amount: \$99.36  
 Value: \$13,800.00 Year: 2000 Account # 15-13660 Bill # 0336 Total \$115.92  
 Release the property value and the Acme Delco Fire. The property is listed in Brunswick County.

Release the Property Value in the name of Fields, Julia Amount: \$95.91  
 Value: \$13,800.00 Year: 1999 Account # 15-13660 Bill # 305 Total \$112.47  
 Release the property value and the Acme Delco Fire. This property is listed in Brunswick County.

Release the Property Value in the name of Fields, Julia Amount: \$95.91



Value: \$13,800.00 Year: 1998 Account # 15-13660 Bill # 7600 Total \$112.47  
Release the property value and the Acme Delco Fire. This property is in Brunswick County.

Release the Property Value in the name of Fields, Julia Amount: \$107.64  
Value: \$13,800.00 Year: 2003 Account # 15-13660 Bill # 8592 Total \$126.96  
Release the property value, the Acme Delco Fire (16.56) and the Columbus Rescue (2.76). The property is listed in Brunswick County.

Release the Property Value in the name of Frink, Donald Amount: \$47.96  
Value: \$5,885.00 Year: 2007 Account # 13-02526 Bill # 1206 Total \$63.89  
Release the value of a mobile home, the Klondyke Fire (4.12) the Columbus Rescue (1.18) and W2 (5.30). The mobile home has been torn down and trashed.

Release the Property Value in the name of Hill, Tim Amount: \$102.43  
Value: \$13,390.00 Year: 2006 Account # 14-06492 Bill # 6237 Total \$320.40  
Release the value of a mobile home, the Welches Creek fire (10.71) and Whiteville Rescue (2.68). The home was repossessed in 2005.

Release the Property Value in the name of Hill, Tim Amount: \$101.71  
Value: \$12,480.00 Year: 2007 Account # 14-06492 Bill # 6482 Total \$318.61  
Release the value of a mobile home, the Welches Creek fire (9.98) and Whiteville Rescue (2.50). The home was repossessed in 2005.

Release the Property Value in the name of Livengood, Brandon Amount: \$53.22  
Value: \$6,530.00 Year: 2007 Account # 09-46741 Bill # 1507 Total \$257.30  
Release the value of a mobile home, the Williams Fire (3.92) and the Columbus Rescue (1.31). The home is double listed in the name of Jesus M. Expinoza.

Release the Property Value in the name of Martin, Karen Amount: \$8.15  
Value: \$1,000.00 Year: 2007 Account # 01-04903 Bill # 2740 Total \$9.05  
Release the value of a mobile home, the Brunswick Fire (.70) and the Whiteville Rescue (.20). The home is double listed in the name of Stanley and Clarrise Hamilton.

Release the Property Value in the name of Norris, Charles Amount: \$340.86  
Value: \$43,700.00 Year: 2004 Account # 01-03159 Bill # 1192 Total \$526.60  
Release the value of a double wide and the Columbus Rescue fee. The home was repossessed in 2000.

Release the Property Value in the name of Norris, Charles Amount: \$363.49  
Value: \$44,600.00 Year: 2007 Account # 01-03159 Bill # 6900 Total \$565.41  
Release the value of a mobile home and the Columbus Rescue. The home was repossessed in 2000.

Release the Property Value in the name of Norris, Charles Amount: \$325.58  
Value: \$44,600.00 Year: 2005 Account # 01-03159 Bill # 5250 Total \$511.50  
Release the value of a double wide and the Columbus Rescue. The home was repossessed in 2000.

Release the Property Value in the name of Norris, Charles Amount: \$340.86  
Value: \$43,700.00 Year: 2003 Account # 01-03159 Bill # 4902 Total \$526.60  
Release the value of a double wide and the Columbus Rescue. The home was repossessed in 2000.

Release the Property Value in the name of Norris, Charles Amount: \$340.86  
Value: \$43,700.00 Year: 2002 Account # 01-03159 Bill # 4286 Total \$526.60  
Release the value of a double wide and the Columbus Rescue. The home was repossessed in 2000.

Release the Property Value in the name of Norris, Charles Amount: \$340.86  
Value: \$43,700.00 Year: 2001 Account # 01-03159 Bill # 319 Total \$514.60  
Release the value of a double wide and the Columbus Rescue. The home was repossessed in 2000.

Release the Property Value in the name of Norris, Charles Amount: \$35.92  
Value: \$0.00 Year: 2000 Account # 01-03159 Bill # 679 Total \$35.92  
Release the balance of double wide value that was repossessed in 2000.

Release the Property Value in the name of Norris, Charles Amount: \$341.19  
Value: \$44,600.00 Year: 2006 Account # 01-03159 Bill # 6530 Total \$543.11  
Release the value of a double wide and the Columbus Rescue. The home was repossessed in 2000.

Release the Property Value in the name of Perritte, Danny Amount: \$8.15  
 Value: \$1,000.00 Year: 2007 Account # 06-03541 Bill # 8044 Total \$115.19  
 Release the value of a mobile home and the Columbus Rescue. The home was junked in 2006.

Release the Property Value in the name of Pinyan, Ruth Ann Amount: \$113.53  
 Value: \$14,840.00 Year: 2006 Account # 13-01108 Bill # 8013 Total \$345.94  
 Release the value of a mobile home, the Klondyke Fire (10.39), the Columbus Rescue (2.97) and W2 (13.36). The home was repossessed in 2005.

Release the Property Value in the name of Pinyan, Ruth Ann Amount: \$112.71  
 Value: \$13,830.00 Year: 2007 Account # 13-01108 Bill # 8415 Total \$343.13  
 Release the value of a mobile home, the Klondyke Fire (9.68) the Columbus Rescue (2.77) and W2 (12.45). The home was repossessed in 2005.

Release the Property Value in the name of Smith, Benny Amount: \$361.05  
 Value: \$44,300.00 Year: 2007 Account # 07-01306 Bill # 3692 Total \$598.35  
 Release the value of a double wide, the Nakina Fire (35.44) and the Columbus Rescue (8.86). The home was repossessed in 2006.

Release the Property Value in the name of Tarheel Aviation & Investments LLC Amount: \$18.19  
 Value: \$2,232.00 Year: 2007 Account # 01-03165 Bill # 7207 Total \$20.50  
 Release the value of a boat and the Whiteville Rescue fee. The boat has been sold out of county.

Release the Property Value in the name of Tarheel Aviation & Investments LLC Amount: \$18.97  
 Value: \$2,480.00 Year: 2006 Account # 01-03165 Bill # 6675 Total \$21.42  
 Release the value of a boat and the Whiteville Rescue. The boat has been sold out of county.

Release the Property Value in the name of Wilkins, Robbie Amount: \$124.83  
 Value: \$17,100.00 Year: 2005 Account # 03-01853 Bill # 9683 Total \$333.12  
 Release the value of a mobile home, the Old Dock fire (13.68) and the Columbus Rescue (3.42). The home was repossessed in 2004.

Release the Property Value in the name of Wilkins, Robbie Amount: \$122.32  
 Value: \$15,990.00 Year: 2006 Account # 03-01853 Bill # 1072 Total \$345.14  
 Release the value of a mobile home, the Old Dock fire (12.79) and the Columbus Rescue (3.20). The home was repossessed in 2004.

Release the Property Value in the name of Wilkins, Robbie Amount: \$121.52  
 Value: \$14,910.00 Year: 2007 Account # 03-01853 Bill # 1667 Total \$343.07  
 Release the value of a mobile home, the Old Dock fire (11.93) and the Columbus Rescue (2.98). The home was repossessed in 2004.

Release the User Fee in the name of Carroll, Thomas Amount: \$0.00  
 Value: \$0.00 Year: 2007 Account # 15-05739 Bill # 3909 Total \$772.00  
 Release all user fees. These are storage buildings. There are no trash cans here.

Release the User Fee in the name of Clewis, James Amount: \$0.00  
 Value: \$0.00 Year: 2007 Account # 01-04807 Bill # 4960 Total \$193.00  
 Release user fee. House is vacant, has no power and no trash can.

Release the User Fee in the name of Conley, Jimmie Amount: \$0.00  
 Value: \$0.00 Year: 2007 Account # 12-05830 Bill # 5556 Total \$193.00  
 Release user fee. The house is vacant and the trash can was picked up in 2003.

Release the User Fee in the name of Conley, Jimmie Amount: \$0.00  
 Value: \$0.00 Year: 2006 Account # 12-05830 Bill # 5544 Total \$193.00  
 Release user fee. House vacant and trash can picked up in 2003.

Release the User Fee in the name of Faulk, Dorothy Amount: \$0.00  
 Value: \$0.00 Year: 2007 Account # 07-04082 Bill # 9489 Total \$96.50  
 Release a portion of the user fee. Did not have the trash can for a full year.

Release the User Fee in the name of Freeman, Clifford Amount: \$0.00  
 Value: \$0.00 Year: 2007 Account # 15-14621 Bill # 0902 Total \$193.00  
 Release user fee. House is vacant, has no can and no power.

Release the User Fee in the name of Freeman, Johnnie	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 04-05020 Bill # 0879	Total	\$193.00
Release the user fee. House is vacant, has no trash can and no power.		
Release the User Fee in the name of Freeman, Johnnie	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 04-05020 Bill # 1029	Total	\$193.00
Release user fee. House is vacant, has no can and no power.		
Release the User Fee in the name of Hardwick, Ronnie P.	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 09-12802 Bill # 4998	Total	\$193.00
Release user fee. Customer is using a commercial hauler.		
Release the User Fee in the name of Harris, Rackley	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 01-37840 Bill # 5308	Total	\$106.00
Release one of three user fees. Only two trash cans here.		
Release the User Fee in the name of Henry, John L.	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 11-12781 Bill # 5903	Total	\$193.00
Release user fee. House is vacant and does not have a trash can.		
Release the User Fee in the name of Long, Ada B.	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 09-16920 Bill # 1590	Total	\$193.00
Release user fee. The house is vacant and does not have a trash can.		
Release the User Fee in the name of Long, Henry P.	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 06-23460 Bill # 1744	Total	\$193.00
Release one of two user fees. The mobile home is used for storage.		
Release the User Fee in the name of Malpass, Ashford	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 15-25340 Bill # 2341	Total	\$193.00
Release one of two user fees. House is vacant and does not have a trash can.		
Release the User Fee in the name of McCrimmon, Jesse	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 15-24860 Bill # 3227	Total	\$193.00
Release the user fee. House is unlivable, has no trash can and no power.		
Release the User Fee in the name of Moore, Shirley	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 01-03133 Bill # 5685	Total	\$44.15
Release a portion of the user fee. Did not have the trash can for a full year.		
Release the User Fee in the name of Mullins, George	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 01-05907 Bill # 5869	Total	\$106.00
Release user fee. The house is unlivable.		
Release the User Fee in the name of Mullins, George	Amount:	\$0.00
Value: \$0.00 Year: 2004 Account # 01-05907 Bill # 0226	Total	\$87.00
Release user fee. The house is unlivable.		
Release the User Fee in the name of Mullins, George	Amount:	\$0.00
Value: \$0.00 Year: 2005 Account # 01-05907 Bill # 4250	Total	\$90.48
Release user fee. The house is unlivable.		
Release the User Fee in the name of Mullins, George	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 01-05907 Bill # 5509	Total	\$106.00
Release user fee. The house is unlivable.		
Release the User Fee in the name of Pope, James M.	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 11-20722 Bill # 8628	Total	\$193.00
Release user fee. House in incomplete.		
Release the User Fee in the name of Price, Marty	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 13-04742 Bill # 9320	Total	\$160.84
Release a portion of the user fee. Did not have the trash can for a full year.		

# 301

Release the User Fee in the name of Prince, Bonnie Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 09-05757 Bill # 9549 Total \$772.00  
Release all user fees. Mobile home park has a commercial hauler.

Release the User Fee in the name of Sibbett, John A. Amount: \$0.00  
Value: \$0.00 Year: 2006 Account # 01-82943 Bill # 2414 Total \$193.00  
Release the user fee. House is unlivable and does not have a trash can.

Release the User Fee in the name of Sibbett, John A. Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 01-82943 Bill # 2925 Total \$193.00  
Release user fee. The house is unlivable and does not have a trash can.

Release the User Fee in the name of Tison, Diane Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 12-27569 Bill # 8091 Total \$193.00  
Release the user fee. The house is vacant and does not have a trash can.

Release the User Fee in the name of Troy, Vance (Heirs) Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 04-15681 Bill # 8481 Total \$193.00  
Release user fee. The house is vacant, has no trash can and no power.

Release the User Fee in the name of Vaught, Reginal L. Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 16-01149 Bill # 8958 Total \$193.00  
Release the user fee. The house is unlivable, has no trash can and no power.

Release the User Fee in the name of Williams. Irene Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 09-33520 Bill # 1893 Total \$193.00  
Release one of two user fees. One mobile home is double listed in the name of Steven Dale Williams.

## **Agenda Item #15: COMMENTS:**

Chairman Jacobs opened the floor for any comments to be made. The following spoke.

### **A. Public:**

**Jim Nance:** stated the following:

1. The 1/4-Cent Sales Tax is a good thing;
2. The Methane Gas Project is a good thing;
3. There is no justice being done at the Courthouse; **and**
4. You are asking the Sheriff to arrest illegal aliens when he doesn't have the power to arrest the ones who are violating the County Noise Ordinance.

### **B. Department Heads:**

**Jackie Roseboro** stated that she would like to remind everyone of the Farm-City Week Dinner to be held on November 15, 2007, at 6:00 P.M., and we need your reply by calling 640-6605.

### **C. Board of Commissioners:**

1. **Vice Chairman Prevatte:** I would like to encourage everyone to go out tomorrow and vote.
2. **Commissioner Bullard:** stated the following:
  - A. I am requesting the matter of the Rules and Procedures for the Board of County Commissioners that was placed on hold several months ago, be placed on the November 19, 2007 Agenda; **and**
  - B. I am requesting the Personnel Policy that was placed on hold several months ago, be placed on the November 19, 2007 Agenda.
3. **Commissioner McKenzie:** I am requesting the Subdivision Ordinance be placed on the November 19, 2007 Agenda to be presented by the Planning Board.
4. **Commissioner Gore:** I am requesting that Kay Worley, Interim Emergency Services Director, be placed on the November 19, 2007 Agenda for the purpose of

presenting an explanation relative to the breakdown in protocol between the Sheriff's Department and the Emergency Services Department.

5. **Commissioner Memory:** I am requesting the Lease to Own Agreement between the Town of Boardman and Columbus County Water and Sewer District II be placed on the November 19 , 2007 Agenda, for discussion by Al Leonard, Tabor City Town Manager, Commissioner Prevatte and J.B. Evans.

**D. Interim County Manager:**

**Leo Hunt:** I encourage everyone to get out and vote tomorrow.

**RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11 (6) PERSONNEL:**

At 7:17 P.M., Commissioner Memory made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S. § 143-318.11 (6) Personnel, seconded by Commissioner Gore. The motion unanimously carried.

**Agenda Item #16: CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11 (6) PERSONNEL:**

No official action was taken.

**ADJOURN CLOSED SESSION and resume REGULAR SESSION:**

At 7:50 P.M., Vice Chairman Prevatte made a motion to adjourn Closed Session and resume Regular Session, seconded by Commissioner Bullard. The motion unanimously carried.

**Agenda Item #17: ADJOURNMENT:**

At 7:51 P.M., Vice Chairman Prevatte made a motion to adjourn, seconded by Commissioner Norris. The motion unanimously carried.

**APPROVED:**

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**JUNE B. HALL, Clerk to Board**

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**SAMMIE JACOBS, Chairman**