COLUMBUS COUNTY BOARD OF COMMISSIONERS December 17, 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 third Monday.

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

<u>APPOINTEE ABSENT</u>: Leo Hunt, **Interim County Manager**

Agenda Items #1, #2 and #3:

MEETING CALLED to ORDER, INVOCATION and PLEDGE of ALLEGIANCE:

At 6:30 P.M., Chairman James E. Prevatte called the December 17, 2007 Regular Session Board Meeting to order. The invocation was delivered by Commissioner Amon E. McKenzie. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America, which was led by Vice Chairman Bill Memory.

Agenda Item #4: <u>BOARD MINUTES APPROVAL</u>:

Commissioner Norris made a motion to approve the December 03, 2007 Regular Session Meeting Minutes, seconded by Commissioner Jacobs. The motion unanimously passed.

Agenda Item #5: <u>AIRPORT - APPROVAL of AGREEMENT of SALE for the HELEN</u> <u>GORE INMAN PARCEL</u>:

Phil Edwards, Airport Manager, requested Board approval of the following Agreement of Sale - Helen Gore Inman Parcel, for the purchase of property for the Runway 24 Project.

AGREEMENT OF SALE –Helen Gore Inman Parcel

In consideration of the sum of seventy two thousand dollars and no cents (\$72,000), the undersigned (hereinafter called the "SELLER") being the owner thereof, hereby agrees to sell and convey to Columbus County (hereinafter called the "COUNTY") the 6.267 acre parcel described in Attachment #2 and shown on Attachment #1.

PROPERTY DESCRIPTION LAND ACQUISITION SURVEY RUNWAY 6-24 COLUMBUS COUNTY AIRPORT HELEN GORE INMAN & IRENE GORE BRISSON 6.267 ACRES MARCH 15, 2007

That certain tract of land, being situate in Whiteville Township, Columbus County, North Carolina, said tract being a portion of the property as described in Deed Book 222 Page 28, as recorded in the Columbus County Register of Deeds Office in Columbus County, North Carolina and being more particularly described as follows:

Commencing at NCGS monument Whiteport Az Mk, said monument having NC Grid NAD 83 (2001) coordinates of North 192176.1773' and East 2088133.5663'; said monument also being South 02°22'35" West a distance of 108.71 feet from a PK nail at the threshold of runway 24; said PK nail also being North 47°27'40" East a distance of 5,499.58 feet from another PK nail at the threshold of runway 6; thence from said monument North 59°14'08" East a distance of 728.76 feet to a iron rod found (rebar in concrete) at the common corner of Bessle Limited Partnership DB 531 PG 842 and Helen Gore Inman and Irene Gore Brisson DB 222 PG 28 at the previous run of Old Camp Branch per DB 319 PG 294 and MB 52 PG 89, said iron being the true **Point of Beginning**:

Thence from the Point of Beginning and with said previous branch as described in the aforementioned instruments North 81°20'51"East a distance of 322.97 feet to an iron rod set in the current run of Camp Branch labeled point "B", thence with the existing run of said branch the following calls; South 74°42'42"East a distance of 2.83 feet, South 83°04'43"East a distance of 48.65 feet, North 74°19'15"East a distance of 41.36 feet, North 55°44'45"East a distance of 51.20 feet, North 59°05'26"East a distance of 62.08 feet, North 77°52'54"East a distance of 22.54 feet, North 81°53'19"East a distance of 59.53 feet, North 86°14'56"East a distance of 24.86 feet, South 78°36'26"East a distance of 78.37 feet, and South 62°06'09"East a distance of 51.26 feet to a iron rod set in said run; thence leaving said run a new line South 56°00'28"West a distance of 1,049.30 feet to an iron rod; thence a new line South 47°28'40"West a distance of 359.59 feet to an iron rod on the common property line between Helen Gore Inman and Irene Gore Brisson DB 222 PG 28 and Hazel Williamson and E.W. Williamson DB 191 PG 82 (second tract); thence with said line North 83°39'57"West a distance of 69.66 feet to a concrete monument on the common property line between Helen Gore Inman and Irene Gore Brisson DB 222 PG 28 and Columbus County Airport DB 319 PG 294; thence with said line North 33°17'19"East a distance of 905.79 feet to an iron rod found in the previous run of Camp Branch, said iron being the Point of Beginning, containing 272,981 sq.ft. or 6.267 Acres, shown as Parcel 9 on a map prepared by McKim and Creed titled "Land Acquisition Survey Runway 6-24 Columbus County Airport" Dated December 08, 2006 for Talbert and Bright.

The following terms and conditions will apply:

Upon closing, the SELLER shall convey to the COUNTY by General Warranty Deed a good and marketable fee simple title thereto, free and clear of all liens (except liens for current taxes and assessments), easements, restrictions, delinquent taxes and assessments, leases and encumbrances of any kind, existing or inchoate with proper release of dower, curtsey, and waiver of homestead rights, if any, together with all of his right, title and interest in and to any streets or alleys, adjoining or abutting thereon. Taxes and assessments shall be prorated for the current tax year as of the time of closing.

The total purchase shall be \$72,000 to be paid to SELLER(s) according to their share of interest in said property. All expenses of examination of title and of preparation and recording of the deed shall be paid by the COUNTY. Payment of the purchase price shall be made upon transfer of title to the COUNTY. The COUNTY shall specify the place and time of closing, which shall be no later than sixty days following the date of execution of the Agreement of Sale. The SELLER agrees that this agreement shall not be revocable and that he will not sell, mortgage, encumber, or otherwise dispose of such property or any part thereof prior to said expiration date, except to the COUNTY. This Agreement shall be binding upon the SELLER and his heirs, executors, administrators, successors, and assigns.

Loss or damage to the property by any cause or reason shall be at the risk of the SELLER until title has been conveyed to Columbus County.

SELLER: Michael P. Gore Witness: James R. Davis	Date: 12-01-07
SELLER: Helen G. Inman Witness: James R. Davis	Date: 12-01-07
SELLER: Tilda Marie Brisson Sutton Witness: Joi J. Rivers	Date: 11-30-07
SELLER: Houston Nile Brisson, Jr. Witness: Joi J. Rivers	Date: 11-30-07
SELLER: David B. Frazalle Witness: Emily B. Peebles	Date: 11-30-07
SELLER: Robert Ray Witness: Joi J. Rivers	Date: 11-30-07

COLUMBUS COUNTY:

James E. Prevatte, Representative of Columbus County

Date: 12-17-2007

I, Virginia D. Taylor, a Notary Public of the County of Columbus, State of North Carolina, do hereby certify that James E. Prevatte personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my signature and Notarial Seal this 18th day of December, 2007.

My Commission expires: 04-27-2008 Notary Public: /s/ Virginia D. Taylor

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/ BOBBIE FAIRCLOTH, Columbus County Finance Officer

Mr. Edwards stated the following:

- 1. This is the final parcel of land, out of three (3) parcels we needed to purchase, to clear the approach to Runway 24, which has been mandated by the Federal Aviation and the State; and
- 2. The money for the match to the grant is in our budget.

Commissioner Norris made a motion to approve the Agreement of Sale for the Helen Gore Inman Parcel for the purchase of property for the Runway 24 Project, seconded by Commissioner McKenzie. The motion unanimously passed. Attachment #1 will be marked as Exhibit "A" and kept on file in Minute Book Attachments, Book #2, for review.

Agenda Item #6: SOLID WASTE - APPROVAL to EXTEND the TRANSFER STATION and DISPOSAL SERVICE AGREEMENT and APPROVAL of the WAIVER of the CPI INCREASE:

Leroy Sellers, Solid Waste Director, requested Board approval to extend the Transfer Station and Disposal Service Agreement with American Refuse Systems, Incorporated, who has since been purchased by Waste Management, for a period of five (5) years, and Board approval of the waiver of the CPI increase. Mr. Sellers introduced Greg Peverall, Chip Dodd and Wade Jernigan from Waste Management, and requested Mr. Peverall to make a presentation to the Board.

Greg Peverall, a representative from Waste Management, stated the following:

- 1. We have had the opportunity over the last two (2) weeks. to evaluate the Solid Waste Transfer and Disposal Service Agreement, along with the Residential Agreement that we have for collection services that we have here in Columbus County;
- 2. Hopefully, we have devised a corrective plan and a plan that gives us the opportunity of perpetuating the services that we are honored to provide to Columbus County;
- 3. Some of the corrections that we have identified are the nature and the method in which our company advertised the expenses of the Transfer Station;
- 4. Some of these issues we have identified are the method the Transfer Station was advertised over the years that it has been providing services;
- 5. We have been able to identify the nature in which the facility was built by our company for Columbus County;
- 6. We have been able to identify, and hopefully in our proposal tonight, will provide some corrective action as the way the Transfer Station was taxed locally in this County, and hopefully, make amends to the issues that may be perceived, or may be actual, in the design of the financial basis of this Transfer Station;
- 7. I have two (2) documents I would like to share with you tonight, as follows;

Document #1:

Columbus County Proposal Summary

Combined Correspondence and 2008 Proposals

Transfer Station Purchase-Cast Payment\$200,000-Gate Rate Credit(.56)	\$325,000
CPI Savings (2008 Deferred) -Expiration 2012	\$451,000
Land Rent Or, (\$.21 Gate Rate Credit 10 year lease w/extensions @ 5 years, Company may buy land or County may purchase building at FMV	\$ 90,000
Curbside Contract: Term Coincidence -CPI Savings 2009 Deferred -Expiration 2012	\$358,000
Cash/Credit Value to Columbus County:	\$1,224,000

- 8. This is a proposal that has been developed as a result of some number of hours of discussion with County leadership and some of the members of the Board that have been directed to work with the possible extension of the Transfer Station Agreement;
- 9. This outlines some of the economic benefits to Columbus County and some of the economic corrective actions that we would like to establish going into the next contract period;
- 10. The most important feature is, at this juncture, perhaps, is, some number of weeks ago we had presented a book value for the Transfer Station at \$325,000;
- 11. It was our interpretation that the book value would be determined if Columbus County wanted to buy the Transfer Station that would be the value;
- 12. Actually, as a result of corrective accounting, and corrective evaluation of that amortization, that value is actually about \$171,000, but in the spirit of trust and good faith, and relationship with Columbus County, we felt as if it was incumbent upon ourselves, Waste Management, that if we expected Columbus County to buy that Transfer Station, at that rate, we would certainly reciprocate that;
- 13. We are proposing that we would pay either in cash, or the scenario of cash and credits, to Columbus County, to purchase the Transfer Station for the opportunity of extending the contract, for \$325,000;
- 14. That value would be what we have as the book value, but that would be cash to Columbus County;
- 15. We would propose, if it is acceptable, that, that would be a cash payment paid to the County, plus a Gate Rate credit of fifty-six (\$.56) cents, which would be a cash payment of two hundred thousand and 00/100 (\$200,000.00) dollars, and the balance being made up in a credit to the Gate Rate;
- 16. We would propose too, to rent the land from Columbus County for the initial five (5) year period at ninety thousand and 00/100 (\$90,000.00) dollars;
- 17. We would propose, as an option, although not a requirement, that rent be exercised as a credit to the gate rate, but that is an amendment the County could make, and will suit your pleasure on the way that is financed;
- 18. We would propose that this Transfer Station, with us being the owner, be valued at \$325,000 and that would be the tax value that we would pay then forward on the Transfer Station, as an effort, and again, to show good faith, trust and good will in our company, either making amends, or perhaps how things were done in the past, and making corrective action and moving forward;
- 19. We would propose, as there has been some discussion, in making the residential contract and the Transfer Station Contraction expiration date concurrent, and part of the benefit we can offer to Columbus County in extending the Transfer Station Service Agreement is foregoing the 2008 CPI, and that savings is about \$451,000, over the first five (5) year term, or this renewed term, and that would be about \$451,000;
- 20. Backing up, and going back to the coinciding of the two (2) contracts to expire at the same time, and that would be December 31, 2012, we would propose that the 2009 CPI calculation be foregone for the residential contract, so Columbus County would have two (2) years, 2008 and 2009, for benefit of the CPI savings;
- 21. The details of that, we would propose the following details of the Transfer Station and

Residential extension, I would outline in these eight bullets:

Document #2:

COLUMBUS COUNTY PROPOSAL

- 1. The Transfer Station Agreement with WM will be extended through December 31, 2012.
- 2. WM will forego the 2008 CPI adjustment of 3.7% on the current Transfer Station rate of \$48.70 per ton. The County reaffirms its agreement to pay a fuel surcharge on the Transfer Station Contract.
- 3. The County will sell the Transfer Station to WM for \$325,000. WM's property taxes will be based upon a value of \$325,000.
- 4. The County will lease to WM the land upon which the Transfer Station currently is located for a period of ten (10) years at a rate of \$1,500 per month.
- 5. The County will give WM the right to buy the Transfer Sation land and/or scales from the County at fair market value at any time after the initial five (5) years of the lease. The County will have the option to purchase the Transfer Station back from WM at the conclusion of the initial five (5) year term at fair market value. If the County chooses to exercise this option, it shall give WM notice by December 31, 2010.
- 6. The County agrees to extend the current countywide residential contract through December 31, 2012. CPI and fuel surcharges as presently billed will be incorporated into agreement.
- 7. WM agrees to forego the residential contract 2009 CPI adjustment.
- 8. WM and the County agree to negotiate in good faith to renew the Transfer Station and residential contracts beginning one (1) year before the conclusion of any term.

Approved: _____ Date: _____

- 22. The Agreement we have in effect, that Agreement would have to be quantified, but seeing that we are here, the 17th of December, 2007, and to see if there is a clear understanding of our intentions, and if there are changes that need to be made, I am certainly willing to discuss that, at the pleasure of the Board is that:
 - the Transfer Station Agreement will be extended through December, 2012, which will be a five (5) year extension from this month
 - Waste Management will forego the 2008 CPI adjustment at the current Transfer Station rate of \$48.70, although our Transfer Station fuel surcharge that was part of the Agreement, that will still be ongoing;
 - The County would sell, or Waste Management would buy, the Transfer Station at \$325,000, and that would be the tax value;
 - The County would lease the land to Waste Management for a ten (10 year period, which would be the lease term we would like to have, and that would be at \$90,000 for each five (5) year period;
 - #5 The County would have the right to buy the Transfer Sation back in five (5) years if for some reason, you felt as if you would like to have that facility, at fair market value, or Waste Management would have the opportunity of buying the land and perhaps the scales, if that was something that was of benefit to the services that we provided, and a facility that the County no longer deemed to be necessary, is that, also, at the end of the five (5) year period, we would have the opportunity of buying those, both the land and the scales, but those are just options for consideration;
 - #6 The County would agree to extend the Curbside Residential Collection Agreement;
 - #7 talks about the 2009 CPI adjustment;
 - Part of the extension is that there is an amendment that has been pending approval since about July, 2006, and we forewent the actual CPI in April, 2006 for the Residential Contract, we modified it to a CPI calculation that was a little more in tune with the environment and the economic conditions of Columbus County. So,

as a result of what may have been about a 22% CPI adjustment back in July, 2006, we came back to a 3.7% CPI and added fuel and environmental fee to that, but there was a significant savings to Columbus County as a result of those negotiations, so I added that because that is a pending amendment that we would hope to include in the new residential agreement;

- #8 WM and the County agree to negotiate in good faith to renew the Transfer Sation and Residential Contracts beginning one (1) year before the conclusion of any term. The goal there is, that we don't end up in the last month of the last contract period, is that we would have a twelve (12) month period, in good faith, of negotiating an extension or negotiating reasons that we would not have an extension, but would be in a setting that is more casual; **and**
- I am prepared and interested to discuss any of these presentations.

Chairman Prevatte asked if there were any questions from the Board, The following Board members spoke.

Bullard: at the December 03, 2007 Board Meeting, I understood that we had to buy the Transfer Station if we did not renew the contract for \$325,000.

Peverall: if you did not renew the contract, it would be the appropriate amortization of that Transfer Station which is \$171,000, and that is the difference between three (3) year and fifteen (15) year amortization, so that was an error on our part.

Bullard: so \$171,000 has come in now, but as of two (2) weeks ago, it was \$325,000, is that correct?

Peverall: that's correct

Bullard: why is it tonight that you are asking to buy it, and at the last meeting, we were going to have to buy it? Who owns the building?

Peverall: we own the building, and that was not a requirement for you to buy the building, at the last presentation, that was an option in the Agreement, for you to review, but no means a requirement. You actually could have gone the next five (5) years without any action or purchasing anything and we would have retained ownership.

Bullard: Mr. Chairman, I personally oppose selling the building. In five (5) years, we will have ownership of that building, with no strings attached, it we continue contracting with Waste Management, and in the old contract that is what it states, and I feel that we sort of have a noose around our necks because #1, we only have thirty (30) days to negotiate a contract, which is little time to come up with an agreement with reasons and areas of concern that I think we have, and then #2, the building will be ours, with no strings attached. I just don't think it's a smart move on the County's part to sell the Transfer Station, if, for some reason, we ask for bids, and we're just looking and making sure everything is in line, I think it's only good business for the County to have that opportunity to do so. I just oppose selling the Transfer Station. I would still like to work and negotiate the contract, but I'm opposed to selling the Transfer Station.

Peverall: If I could address that quickly, and I appreciate your comments, we are certainly here to comply with whatever your wishes are. Our goal is to address that issue to where you would still have the opportunity, if you wanted to move on with other options and still own the building, is that it would be based on fair market basis, in five (5) years. So, although we would likely own it and lease it, but you would have a five (5) year window where you could still own it.

Bullard: and I noticed where you are asking to lease the land for ten (10) years, and it was a five (5) year contract, and I oppose that. I just think five (5) years would be enough if we are working under a five (5) year contract.

Prevatte: this was something that Mr. Peverall and I discussed, and I told him this might present a problem. Their offer was for \$90,000 for five (5) years, with the hope they could extend that for another five (5) years.

Memory: it was a five (5) year option

Prevatte: yea, a five (5) year option after the initial five (5) years of the Agreement.

McKenzie: Mr. Chairman, did we not have some of you that attended this meeting?

Prevatte: yes

McKenzie: and, do you have anything to bring back to us, to recommend to us?

Prevatte: that is what I was getting to. At the time, Mr. Memory and I met with Mr. Peverall two (2) times, with Mr. Hunt, and as I mentioned, we did have some questions about the five (5) year lease, and I explained to him that at the end of five (5) years, if we decided not to contract with them again, that it would not be exactly fair for us to ask for \$1,500.00 a month for lease on that piece of land because, right now, we would be agreeing to lease them approximately three (3) acres of land if we did not go back with a contract after the five (5) years, and just agree to lease them the footprint of the building. It certainly is not the same amount of acreage, and I think some questions have arisen - have they paid taxes on the building. I saw where, and I think Mr. Gore will confer to that, that they have paid on that, but they have paid taxes on their vehicles and their office. Did they pull a building permit. Our Building Inspections Office says no, and Mr. Peverall has different documentation. I think what happened, and I wasn't here at the time, I think what happened is, they paid to build the building, but it was never put in their name, so it belongs to the County, and they are making an offer to us, in the same manner that they had requested from us originally, for the \$325,000, recognizing that they incorrectly amortized the cost of that building from its initial cost of over \$400,000 to its actual worth of about \$170,000. The other things that I asked for, Mr. McKenzie, was to see that the two (2) contracts ran concurrently, so that at the end of five (5) years, we didn't have one (1) company doing this, and another company doing that. In other words, they would both run out at the same time, and they gave concessions for that. I also asked for an amendment to the Contract so that we would not be in the eleventh hour making a decision, and they agreed to that, one (1) year prior notice. The other part is what they have offered. If the Board has any other negotiations, they would like to do with Mr. Peverall, he's the man that can get it done.

Gore: I think we need to look at the renewal of the contracts. We got the pickup and the transfer on five (5) year terms, all of the them to concur and come due at the same time. I think the lease on the property needs to coincide with that, five (5) years. That's my opinion on it, and if we sell this building to them, I think that, at some point in time, at the end of the five (5) year contract, fair market value, we may need to look at an option of buying that building back at fair market value, and determine how it is listed on the tax books. The tax value of it may be the fair market value at \$171,000, I believe that is what you said Greg, the amortization of it at \$171,000.

Pevearll: the tax value is something like \$56,000, but the book value amortized over fifteen years, appropriately, is \$171,000.

Prevatte: are you asking him, Commissioner Gore, that at the end of five (5) years, would he take the tax value? Is that what you are asking?

Gore: yes, that is what I am asking. That is what I would like to see.

Memory: one of the things that we discussed was, and we talked about this Greg, it would be a negotiated fair market value, in other words, we would get an appraisal, they would get an appraisal, and let's negotiate on what the fair market value is of that building. By then, it will be twenty (20) years old, fifteen (15) years old. So, that is what we discussed, but, you know, right know, I think they are coming forward in our discussions. They came two (2) weeks ago and asked us for \$325,000, and I think that they understand they have made an error and they are coming in good faith to save Columbus County, who has been a good customer, and we have spent a lot of money with them.

Gore: we have indeed.

Memory: we have spent a ton of money with them, and they're saying we will do this for the next five (5) years and go forward with the collection thing for three and one-half ($3\frac{1}{2}$) additional years. That is what they are saying. They will forego that, and keep everything in that contract the same. I think it's a good faith move on their part. It does tie us to them for an additional three and one-half ($3\frac{1}{2}$) years, but everything ends at the same time, so if we come back to Mr. Peverall, or whoever, and we say okay we would like your best price here, and whoever else down the road, and I agree that there be a five and five, within a table of ten (10) years, so a five year and a five year, so at the end, so we have a chance to buy it. We also talked about what the future, in trash collection, would be, and I think what they are asking for, and what we need to do, I mean, this is coming up quick.

We asked for a gentleman's agreement, and a proposal that we come to agreement on, and we could sign, and they would continue on, until we can work out the contract details in thirty (30) days. We can't afford to let one hundred (100) and some odd tons of trash build up for thirty (30) days out there. We will have ourselves another mountain already started.

Prevatte: one hundred seventy (170) tons a day

Memory: one hundred seventy (170) tons a day.

Prevatte: a day. Just a second, let me go back to his question, he had a question that I would like to give Mr. Peverall an opportunity to answer that. At the end of the five (5) year period, would you be willing to take tax value.

Pevarall: we had proposed the tax value to be \$325,000. The other option is, if that is unsatisfactory, is that we would negotiate a fair market value. It's hard for me to agree to that, because I don't know what tax value you may assess.

Prevatte: the tax value is \$59,000. Is that correct?

Gore: it's in the high 50's, I'm not sure.

Peverall: if I'm spending \$325,000 today to buy the building, I am suggesting the tax value might be a little bit higher.

Prevatte: so, if we agree to sell you the building for \$325,000, then we need to go up on our tax value to \$325,000.

Peverall: that is what we're offering, yes sir.

Jacobs: I was under the understanding that you two negotiated this and I was to vote with primary amends, I think this addresses our concerns, wherever they are. I was under the understanding that you and Mr. Memory, Mr. Chairman, had agreed to whatever here, and in principal or in essence, and you were going to come back to us tonight, with one of the pros or the other, so we could move on with it.

Prevatte: we did not agree to everything.

Memory: right

Prevatte: we negotiated some things, but did not agree on everything.

McKenzie: do you have a recommendation for us? I guess my original question is, the committee went there, we authorized the committee to go there, but did you come back with a recommendation to us?

Prevatte: I have a recommendation, but I don't agree with bullet #5. Bullet #5 is not anything that we negotiated to give Waste Management the right to buy the Transfer Station land because I don't want to sell any County property. I don't have a problem with giving them a lease for five (5) years and I mentioned this to the others as an option, at the end of the five (5) years, of leasing the land again, or some portion thereof, but I can't obligate after five (5) years, because I don't know if they are going to be the contractor at that time or not, and if they're not, then, and if we go with someone else, we would have to find another place for a transfer station.

Jacobs: can I ask one question? If we forego that bullet, do we pass up the \$200,000 cash that they are suppose to give us?

Peverall: Mr. Chairman, I would propose, that perhaps, for your consideration, is amending bullet #5 to where, rather than it being a shall, it could be a may, we may buy the land at the end of five (5) years.

Prevatte: the County may

Peverall: the County may, or it could be where there is the same provision, one (1) year notice may be given of our interest to buy the land.

Memory: in other words, the County may give . . .

Peverall: us the right to buy the land

Bullard: Mr. Chairman, I still oppose the sale of any County property.

(Several members speaking at the same time)

McKenzie: we need to resolve these issues so we can settle this. December 31, 2007 is right around the corner.

Memory: I met there and we had discussions with Mr. Hunt and with Mr. Peverall, and we're not selling the property. We are leasing the land itself, but we are selling a three (3) sided shell building, a metal building that is ten (10) years old and the price is pretty healthy, and he is willing to put \$200,000 into our coffers, and then reduce the cost of trash going over the scales for the next five (5) years, and I think that is where you got the average of \$.56, is what you told us, is that right, per ton, for the next five (5) years considering the waste stream stays the same as it is today. Then, we have an opportunity there that they are going to be bidding on the contracts again, and a metal building that has been exposed to the elements and the stuff going through it, I don't see where it will be much good myself. There will have to be a bunch of repairs and stuff done to it. The concrete is already a problem with the floor. Did you go look at it?

Leroy Sellers: I went and looked at it and I did not see a big problem with it.

Memory: this is an opportunity for Columbus County to recoup a little bit of money, and put back into the General Fund, and also, reduce the cost of the solid waste cost by \$.56 per ton for the next five (5) years, and on top of that, the land rent they are willing to give us at \$90,000. That \$.21 should be a little bit more, shouldn't it?

Peverall: it's \$.21.

Memory: if its \$.21, it's \$60,000.

Peverall: I will check that, it's a credit of \$90,000.

Memory: I think it is a little higher than that.

Peverall: that's correct.

Memory: It would something about \$.31.

Jacobs: Mr. Chairman and the Vice Chairman, unless we have someone standing outside the door, we would be better off, I think, to move on with something.

Memory: and then the curbside concession of the \$350,000 over the additional three and one-half $(3 \frac{1}{2})$ years, and the \$451,000 in the deferred CPI Savings, I thought, this is directly beneficial to the taxpayers.

Bullard: it is, and they have made some good offers on some savings, but I wish they could make us some better offers without the purchase of the land.

McKenzie: Mr. Chairman, maybe I am missing something here. The Transfer Station purchase in bullet #5, we don't have to do that, scratch that out. If you just scratch that out, we are in good shape. The cash payment, I will agree with Sammie there, maybe we should consider that. That is a good offer there.

Jacobs: You can't have one without the other.

McKenzie: I said scratch that, just that.

Peverall: it's the holidays.

Prevatte: if we don't accept that, then we don't get that.

McKenzie: I understand.

Jacobs: we can get that \$200,000 in the coffers.

McKenzie: I said if we could get that scratched off there, we could go on with it, and there would be no problems.

Prevatte: what are you asking? Are you asking to lease them that for five (5) years, the building?

McKenzie: I think the term should be lease because we are all in agreement here, that we do not want to sell any County property.

Memory: I am in agreement with that.

Bullard: Mr. Peverall, why is so important to purchase the building? In order to get the benefit of the package, why is the building so important to be owned?

Peverall: it's not..

Bullard: alright.

Peverall: we did it as a good will gesture because we were asking if you were interested, and if you were going to exercise that, we ask you two (2) weeks ago to buy it at that rate. As a good will gesture, we saw it as only appropriate for us to be willing to buy it from the County.

Bullard: so, would you lease it for this amount of \$325,000 for five (5) years?

Peverall: not in this five (5) year term, no.

Prevatte: what would you lease the building, let's just scratch the land lease too, what would you lease the building and the land for five (5) years for?

Peverall: well, I will have to investigate that. I have not been prepared to offer any other credits. If we carry on with the contract extension, there would not be any benefit, or any lease arrangement for that property.

Prevatte: what I am saying is that you don't have to quote the \$325,000 of which \$200,000 is cash and the remaining \$125,000 is for gate credits.

Peverall: I would go along and advertise the expensive building for, you know, what it's on the books now, you know, that to me is \$325,000. So, we would still operate the Transfer Station without any cash transaction in the next contract period, and then, at the end of that five (5) year period, you would own the Transfer Station.

Prevatte: but, you would lease it from us.

Peverall: no

Prevatte: you just wouldn't lease the land or the building.

Peverall: no

Prevatte: you would just operate and give us the CPI savings from the two (2) contracts.

Peverall: yes.

Jacobs: Mr. Chairman, are we passing up \$200,000?

Prevatte: I don't know, that's what it sounds like.

Jacobs: sounds like we, if that is the way we are going to do it, that is what it sounds like to me

(Three (3) voices talking at same time)

Memory: if we are going to buy it, if we own that building, it's also, they're not going to pay us at \$325,000, they're not going to pay us \$14,000 in property taxes over the next five (5) years too.

Jacobs: I thought you had negotiated on it and we were ready to move on it.

Norris: I did too.

(Several voices talking at same time)

Memory: I think it, personally I think it's a good offer.

Memory: We got to check for wordage, but the whole thing is that, I think this is, our agreement was that he would come tonight with a Letter of Intent and basically, this is what this is, and present what we talked about, and that we act on it, and say we will continue on going, and let this be for an attorney to work out the contracts for us to pass sometime in January.

Jacobs: do you want to put that in a motion and let's move on or what?

Prevatte: hold on, hold on

(Three voices talking at same time)

Prevatte: I'm not ready to talk of a motion. I want everyone to have a chance to be clear.

Bullard: I would like for Mr. Peverall to give an additional sixty (60) or ninety (90) days to let us discuss this more. I think it is important, it's big money, it's a big expense to each citizen of Columbus County, and I think we ought to.

Prevatte: would you be willing to extend our present contract for sixty (60) days until we can come back to the table again?

Peverall: we would prefer honestly, what time we are all here, to resolve our differences, so that we can move forward and have the answer and opportunity of establishing our expenses of operating the Transfer Station. In good faith, and the intention of making something satisfactory that works for everybody, we're here to make it work, and we can be as long tonight as it will take.

McKenzie: I think, Mr. Chairman, Waste Management has come to us in good faith and has given us reason to continue to negotiate with them because they recognize their mistake that needs changing. Of course, my constituents are very pleased with their service. Their service has been pretty good for the County. I haven't heard any major complaints about the service that they give us. I feel that the two (2) parties are agreeing, and they give us good service and we should work with them, and by now, we should be able to trust them to a point, at least, to a point concerning this contract. Based on these recommendations that you have brought to us, I hope that your recommendation is right, because this is what you were suppose to bring to us.

Memory: that is what he recommended to us.

Prevatte: that is what he recommended.

(Three people talking at same time)

Memory: and we brought it to the Board

Prevatte: to the Board, and we can't decide for the Board. We cannot decide for seven (7). We did our part.

McKenzie: You can bring, the three (3), you can do that. If you are in a committee, you are suppose to bring us back a recommendation.

Prevatte: I'm telling you, there were two (2) points on there that I did not agree with.

McKenzie: why didn't you? Where can I....

Prevatte: I have discussed it with him.

McKenzie: I'm going to stop. This is fruitless. It's like beating a dead horse here.

Memory: no, it's not beating a dead horse, Commissioner. What it is, is they have made us an offer of close to \$1,250,000, if you include the taxes into it, we've got some wordage problems in the, and some folks don't want to sell the property. We're selling the building, we're not selling the property, we are selling the building. We may, according to bullet #5, we can change that from will to may. Is that correct? That's what we agreed to awhile ago, to will or shall or may be, or whatever. But, this is some of the language that we have a problem with, gentlemen. This was brought to us at a late date and I don't like it anymore than anybody else. That's why we asked for a year to work these problems out the next time. But, we have got one hundred seventy (170) tons of trash a day that has got to be moved out of this County. Mr. Peverall and the rest of Waste Management has come to us with a thing that we can put some money in the bank, we can reduce the cost of waste collection and hauling it out of this County for the next five (5) years, after we work out some of the details, and we're looking at almost a dollar per ton savings, right now, with a five (5) year lease, if he will go that, instead of, with a five (5) year lease with extensions at five (5) years, the County may buy the land, or the County may purchase the building from Waste Management. If he will change that, I don't . . . That's a lot of money for us, and if we say no, we're not going to sell you the building, then we are going to rent it to them at x number of dollars, we are going to lose \$200.000, and these are the things he told us at the table. We are going to lose the \$200,000 and we are going to lose the \$.56 Gate Rate Credit on the building, and naturally, gentlemen, we have negotiated that land rent from \$60,000 to \$90,000 over a five (5) year period, and then the curbside thing, if we can extend that contract, and forego the CPI to 2009.

Memory: I just don't know, I don't know what else to present. We brought it to this Board thinking that this is for discussion right here. Now, we can make a recommendation, but what we may recommend, this man here, and those folks over there may not accept, and then we are back to square one.

Gore: Mr. Chairman, I would be in favor of supporting this proposal with two (2) exceptions. One (1) is on the five (5) year lease, where we've got ten (10 year lease set down here, and I think needs to be five (5), and I think all three (3) contracts need to come up at the same time. That is my first thing. The next thing is, when we have an opportunity to buy this building back, at the end of the five (5) year contract, the fair market value will be no more than their amortization price of \$171,000 that you Greg said you had amortized it to \$171,000.

Peverall: That's the present amortization.

Gore: Right, yea

Prevatte: It should be lower than that after five (5) more years.

Gore: and no more than that. The price right there or we will get two (2) proposals from two (2) independent appraisers and whatever that price is.

Memory: that's what we discussed. That's exactly what we discussed.

Gore: if Waste Management gets an appraisal and we get an appraisal, and we say we will meet in the middle.

Memory: that is what we agreed on.

Gore: I support that 100%.

Prevatte: let me ask one (1) more question. On #4, can we change it and add with a possible lease for an additional five (5) years. That way, we are locked in after five (5) years, but still have lead way for the next five (5) years. Instead of making it ten (10), it's five (5).

Peverall: right

Memory: Greg, can we say five (5) years, with a possible five (5) year option. That's all we got to say.

Prevatte: That's a possible five (5) year option. Will you agree to that?

Peverall: we would agree to that.

Prevatte: alright, can you change in #5, the following sentence: we've already talked about may the County buy it, but it says "If the County chooses to exercise this option, it shall give WM notice by December 31, 2010", that is two (2) years before the Contract ends.

Peverall: Well, there's a reason we did that, and I'm willing to negotiate that. I will just give you the reasoning for that. If you did decide not, or we didn't have the benefit of the building in year (6), we're going to have to go find a building and land and design it, and permit it for the year six (6) forward, and we felt as if we needed a two (2) year window to be prepared. We felt too is that we built the building when we began the contract, and if there was a re-negotiation at the end of five (5) years, any new or possible vendor would have the same opportunity of building a new building, perhaps taking advantage of either technology or some new changes in the design. But, we felt as if we, but I'm willing to talk about that, but we felt as if we needed that kind of window to replace the building.

Prevatte: but, what you are putting forward is that we will make a decision two (2) years ahead, instead of one (1) year ahead, of whether we were going to continue the contract.

Peverall: it's one (1) year on the contract. That's right, and this one just relates to the building.

Prevatte: but doesn't our Contract end in 2012, December, 2012.

Peverall: yes

Prevatte: alright, so why should we let you know by 2010.

Peverall: that's for the building, that's not for the contract.

Jacobs: that's just for the building.

Peverall: that's just for the building

Jacobs: that will give you two (2) years to get another building.

Pevarall: that gives us a chance to find land . . .

(Several voices at same time)

Memory: Basically, what he is saying, he is saying, if we, are we going to exercise the option in 2010 or 2011, might as well say, that we are going to purchase the building from them, or are going to let them have another five (5) years. If we say, look, we are going to purchase the building in two (2) years, they have got to get another building, buy the land, get the permits necessary for the trash, because there is more than just a building permit, they have to file with State, DEHNR and some other things, correct?

Peverall: that's right

Memory: and he's saying that he may need two (2) years to get it done.

Prevatte: yeah, but, but, we haven't decided . . .

Gore: he's getting the cart before the horse, looks to me like.

Prevatte: I mean, yeah, that's before we even get to the point of negotiation or whether we are even going to continue to contract or not.

Bullard: if you want the building back, that let them know that you are not going to renew the contract.

Prevatte: two (2) years ahead. I understand a year ahead.

McKenzie: At that point, we will know for a fact that , , , , ,

Memory: we won't know December 31, 2011 either, wait a minute, when this ends on . . .

Prevate: this ends on December 31, 2012.

Memory: 2012

Jacobs: I see no problem giving them two (2) years.

Prevatte: I don't agree with that.

Memory: we won't know until mid December 2012 if they are going to get the contract or not, or somebody else is going to get it, or John Doe is going to get it.

Peverall: Mr. Chairman, in the spirit of moving forward, and reaching to one another, we have some lag, some time needs to replace that building. Let's say, we wanted to turn it into a garage or we wanted to turn it into a recycling facility. It will take us that much time to replace that building. But in the spirit of moving forward, I would be happy to make a six (6) month concession on that.

Norris: you are going to put all of it in a five (5) year lease?

Peverall: it would be a five (5) year lease with options to renew and we may be given the opportunity of buying the land and/or the scales.

Jacobs: and you will compromise the six (6) months.

Peverall: yes, that will be July 1, 2011.

Norris: I have no problem with that.

Prevatte: but, that's still a long lead way.

Peverall: right, with options

Prevatte: and you said, you said again July, 2011, that's still giving you eighteen (18) months, so we plan to plan a lot ahead.

Memory: how long does it take to get permits for a building like that, just for my information?

Peverall: the permit process could easily take a year.

Prevatte: but, it wouldn't be at this site, it would somewhere else, wouldn't it?

Memory: well, they might not build it, I mean, they might not get it, at least they will have the permits for it, that is what they're saying. They might not build another building. If they get the contract or not.

Prevatte: if we decide not to give the contract, then they wouldn't

Memory: but, at least they would have the permit to move it if they needed to.

Jacobs: I just can't see us foregoing accepting \$200,000 and not moving on with it, I just can't see it.

Prevatte: is everybody's conscience clear?

Memory: I would just like to say on #5, it says the County may give Waste Management the right to buy the Transfer Station and/or scales from the County at fair market value at any time after the initial five (5) years of the lease. May is the keyword, instead of will, it will be may, is that okay? And then, the County will have the option to purchase the Transfer Station back from Waste Management at the conclusion of the initial five (5) year term at the negotiated, how's that, is that okay? ... at the negotiated fair market value. If the County chooses to exercise this option, it may give Waste Management notice by July 01, 2011.

Peverall: That's right. One (1) clarification is, as Commissioner Gore mentioned, we would go, the

fair market value may be through the two (2) appraisal method.

Memory: well, that's negotiated. That's where the negotiated part comes in.

Peverall: that's right.

Memory: okay, we will sit down with your people, you or Chip or whoever and work out the details. That's what we talked about at the meeting gentlemen, exactly.

Prevatte: exactly, and it does not commit us to sell the land. It says may, the key word is may.

Memory: I haven't figured out something yet gentlemen. I'm going to say this not because he's sitting here, but who would want to buy the land on top of that trash dump.

Gore: you never know.

Prevatte: is everybody clear?

Steve Fowler: Mr. Chairman, may I say something?

Prevatte: yes, you may.

Steve Fowler: Mr. Peverall, in #3, is that the County will sell the Transfer Station, or the County may sell the Transfer Station?

Peverall: actually, it should be the Company will buy the Transfer Station.

Steve Fowler: so, #3 has changed from the County, Waste Management will buy the Transfer Station.

(Several low voices talking at same time)

Prevatte: we will sell the Transfer Station to Waste Management for \$325,000.

Peverall: that's right. The company will buy the Transfer Station for \$325,000.

Jacobs: same thing.

Memory: we are going to sell.

Prevatte: call for the question

Jacobs: let's go ahead and vote.

MOTION:

Vice Chairman Bill Memory made a motion to approve the proposal presented by Waste Management with the amendments, or changes, that have been discussed here tonight as follows: -Mainly Item #4: Change to five (5) years, with possible five (5) years option at the rate of \$1,500.00 per month;

-Strike the word <u>will</u> in Item #5, and replace it with may; -Add the term negotiated Fair Market Value at the end of five (5) years, if we choose to purchase it; **and**

-Change the date to July 1, 2011.

The motion was seconded by Commissioner Norris. A roll-call vote was taken with the following results:

AYES:	Chairman Prevatte, Vice Chairman Memory, Commissioners McKenzie,
	Norris, Jacobs and Gore; and
NAYS:	Commissioner Bullard.

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

Vice Chairman Memory stated that the details of this will still have to be worked out and presented to us in thirty (30) days, with their attorney and our attorney.

Chairman Prevatte stated Mr. Peverall could fax a Letter of Intent tomorrow, I will sign it.

Agenda Item #7: <u>RECREATION - DEPARTMENTAL UPDATE</u>:

Carroll Worrell, Recreation Director, delivered the following Departmental Update to the Board.

- 1. Recreation is celebrating its 30th year, and I am celebrating my 30th year with Recreation;
- 2. In the past year, we have built five (5) area playgrounds, with either all new equipment or refurbished equipment;
- 3. We have installed approximately 2,680 feet of fencing;
- 4. We do a pre-season maintenance and tilling of twenty (20) ballfields throughout the County;
- 5. We have general maintenance to twenty-two (22) sites and that includes mowing, fence repair, weed and fire ant control, debris removal and painting;
- 6. We sponsored over fifteen (15) different programs at seasonal and sports activities, with an estimated of over 6,000 people participating in these programs;
- 7. We presented plaques and travel money to teams attending World Series of the Dixie Programs and we had two (2) teams that were represented at World Series play and one (1) team won the series and we presented them plaques;
- 8. The Riegelwood and Tabor City sites hosted several sports tournaments which brought in excess of 4,000 participants and with spectators which created revenue for Columbus County;
- 9. A couple of the staff serve on quite a few committees which represent Parks and Recreation and the County, and we do that to better represent Columbus County;
- 10. We did all this with a staff of eight (8);
- 11. Our budget was cut quite a bit, and we returned about twelve (12%) percent of our budget; and
- 12. At your leisure, please take time to read the entirety of my handout.

RECESS REGULAR SESSION and enter into a <u>Combination Meeting</u> of COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING:

At **7:31** P.M., Vice Chairman Memory made a motion to recess Regular Session and enter into a <u>**Combination Meeting**</u> of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded by Commissioner Jacobs. The motion unanimously passed.

Agenda Item #8: COLUMBUS COUNTY WATER and SEWER DISTRICTS BOARD MEETING MINUTES APPROVAL:

- A. November 19, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**);
- B. November 19, 2007 Columbus County Water and Sewer District V Board Meeting:
- C. December 03, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**).

This information will be recorded in Minute Book 1 of each Columbus County Water and Sewer District,, respectively.

Agenda Item #9:COLUMBUS COUNTY WATER and SEWER DISTRICT V -
APPROVAL of CHANGE ORDER #1:

Adam Kiker, Hobbs, Upchurch and Associates, requested Board approval of this Change Order.

This information will be recorded in Minute Book #1 of the Columbus County Water and Sewer District V.

ADJOURN the <u>COMBINATION MEETING</u> of the COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING and resume REGULAR SESSION:

At 7:33 P.M., Vice Chairman Memory made a motion to adjourn the <u>**Combination Meeting</u>** of the 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 passed.</u>

Agenda Item #10: <u>APPOINTMENTS - COMMITTEE/BOARDS</u>:

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
Animal Control Advisory Council	V	Walter Batten (Deceased)	12-05-2007	Hold
Chadbourn Planning & Zoning Board	EB	-Vacancy-	05/2009	Hold
Board of Health M = Jacobs S = Gore	EB	Dr. Thomas R. Kirby (At Large)	12-31-2010	Appointed
Housing Advisory Committee	IV	Marshall Shepherd (Deceased)	06-30-2007	Hold
Industrial Facilities Pollution Control Financing Authority	EB	Larry Buffkin (Resigned)	06-30-2010	Hold
Planning Board	IV	Ivan Wilson (Resigned)	09/30/2007	Hold

BOARD of HEALTH - REPLACEMENT of JAMES E. PREVATTE:

Chairman Prevatte stated he had been serving on the Columbus County Board of Health for the past three (3) years and, due to other obligations, he would like to recommend to the Board that they appoint Vice Chairman Bill Memory to serve on this Board for the remainder of his term length.

MOTION:

Commissioner Jacobs made a motion to appoint Vice Chairman Bill Memory to serve on the Columbus County Board of Health to replace Chairman James E. Prevatte, with term expiring December 31, 2008, seconded by Commissioner Gore. The motion unanimously passed.

Agenda Item #11: <u>CONSENT AGENDA ITEM</u>:

Tax Refunds and Releases:

Commissioner Norris made a motion to approve the following Tax Refunds and Releases, seconded by Commissioner McKenzie. The motion unanimously passed.

TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office): December 17, 2007

Refunds Name: Long, Danny Neal Amount: \$204.36 Value: \$26,200.00 Year 003 Account # 09-16783 Bill # 49988 Total \$402.32 Refund the value of a double wide, the Williams Fire (15.72) and the Columbus Rescue (5.24). The home was sold and moved to Brunswick County. 4251 Walter Todd Rd. Clarendon NC 28432

Refunds Name: Long, Danny Neal \$204.36 Amount: \$26,200.00 Year 004 Account # 09-16783 Bill # 6236 Total Value: \$402.32 Refund the value of a double wide, the Williams Fire (15.72) and the Columbus Rescue (5.24). The home was moved to Brunswick County. 4251 Walter Todd Td. Clarendon, NC 28432

Refunds Name: Long, Danny Neal Amount: \$153.30 Value: Year 005 Account # 09-16783 Bill # 10211 Total \$347.10 \$21,000.00 Refund the value of a double wide, the Williams Fire (12.60) and the Columbus Rescue (4.20). The home was moved to Brunswick County. 4251 Walter Todd Rd. Clarendon NC 28432 Name: Long, Danny Neal Refunds Amount: \$160.65 Year 006 Account # 09-16783 Value: \$21,000.00 Bill # 41359Total \$370.45 Refund the value of a double wide, the Williams Fire (12.60) and the Columbus Rescue (4.20). The home was sold and moved to Brunswick County. 4251 Walter Todd Rd. Clarendon NC 28432 Name: Long, Danny Neal Refunds Amount: \$171.15 Year 007 Bill # 61658 Total Value: \$21,000.00 Account # 09-16783 \$380.95 Refund the value of a double wide, the Williams Fire (12.60) and the Columbus Rescue (4.20). The home was sold and moved to Brunswick County. NC 4251 Walter Todd Rd. Clarendon, 28432 Refunds Name: Smalls, Bertha D. \$0.00 Amount: \$0.00 Year 007 Account # 15-34360 Bill # 73606 Total Value: \$96.48 Refund a portion of the user fee. The house is vacant and the trash can picked up October 2007. Make check payable to Michelle Y. Evans. Peachtree Center Station, PO Bx. Atlanta, GA 30349 Name: Elizabeth Donohue Refunds Amount: \$0.00 \$0.00 Year 007 Account # Bill # Value: Total \$96.48 Refund a portion of the user fee deposit. Did not have the trash can for a full year. 9591 Haynes Lennon Hwy. Evergreen NC 28438 Name: Jones. Daniel D. Refunds Amount: \$0.00 Value: \$0.00 Year 007 Account # 10-05407 Bill # 59253 Total \$193.00 Refund user fee. House is vacant and there is no trash can. 4320 Jones Dr. Shallotte NC 28470 TAX RELEASES (as submitted to the Governing Body Office from the Tax Office): **December 17, 2007** Release the Property Value in the name of Anders, Betty \$77.31 Amount: \$10,590.00 Year: 2005 Account # 10-00822 Value: Bill # 7251 Total \$87.37 Release the value of a mobile home and the Columbus Rescue. The home is double listed in the same name on a different account number. Release the Property Value in the name of Anders, Betty Amount: \$76.19 \$9,960.00 Year: 2006 Account # 10-00822 Bill # 7917 Value: Total \$192.00 Release the value of a mobile home and the Columbus Rescue. The home is double listed in the same name on a different account number. Release the Property Value in the name of Anders, Betty Amount: \$76.12 \$9,340.00 Year: 2007 Account # 10-00822 Bill # 7831 Value: Total \$191.79 Release the value of a mobile home and the Columbus Rescue. The home is double listed in the same name with a different account number. Release the Property Value in the name of Antioch Missionary Baptist \$207.01 Amount: \$25,400.00 Year: 2007 Account # 03-00718 Bill # 7985 \$229.87 Value: Total Release the property value, the Brunswick Fire (17.78) and the Columbus Rescue (5.08. The property should be tax exempt. Release the Property Value in the name of East Columbus Primary Care PA Amount: \$154.30 Value: \$18,932.00 Year: 2007 Account # 15-01846 Bill # 7895 Total \$180.81 Release the business personal value, the Acme Delco Fire (22.72) and the Columbus Rescue (3.79. The business will have to be rebilled on the late list billing.

Release t	he Property	Value in the	name of Ellis, Bobby R.		Amount:	\$264.06
Value:	\$32,400.00	Year: 2007	Account # 15-12940	Bill # 8709	Total	\$502.42

Release a portion of the property value, a portion of the Acme Delco Fire (38.88) and a portion of the Columbus Rescue (6.48). The double wide home is no longer on this land.

Rescue (0.48). The double wide nome is no longer on this land.
Release the Property Value in the name of Goodman, CrystalAmount:\$31.24Value:\$3,833.00Year: 2007Account # 07-03754Bill # 2499Total\$228.21Release the value of a mobile home and the Columbus Rescue.The home was flooded in 1999 and abandoned.
Release the Property Value in the name of Goodman, CrystalAmount:\$37.97Value:\$5,274.00Year: 2000Account # 07-03754Bill # 2815Total\$166.77Release the value of a mobile home that flooded in 1999 and has been abandoned.\$166.77
Release the Property Value in the name of Goodman, CrystalAmount:\$40.97Value:\$5,253.00Year: 2001Account # 07-03754Bill # 3109Total\$211.22Release the value of a mobile home and the Columbus Rescue.The home was flooded in 1999 and abandoned.
Release the Property Value in the name of Goodman, CrystalAmount:\$39.25Value:\$5,032.00Year: 2002Account # 07-03754Bill # 0817Total\$221.29Release the value of a mobile home and the Columbus Rescue.The home was flooded in 1999 and abandoned.
Release the Property Value in the name of Goodman, CrystalAmount:\$37.49Value:\$4,807.00Year: 2003Account # 07-03754Bill # 1182Total\$219.30Release the value of a mobile home and the Columbus Rescue.The home flooded in 1999 and abandoned.
Release the Property Value in the name of Goodman, CrystalAmount:\$36.20Value:\$4,641.00Year: 2004Account # 07-03754Bill # 7417Total\$217.84Release the value of a mobile home and the Columbus Rescue.The home was flooded in 1999 and abandoned.
Release the Property Value in the name of Goodman, CrystalAmount:\$31.89Value:\$4,368.00Year: 2005Account # 07-03754Bill # 303Total\$209.76Release the value of a mobile home and the Columbus Rescue.The home was flooded in 1999 and abandoned.
Release the Property Value in the name of Goodman, CrystalAmount:\$30.07Value:\$3,931.00Year: 2006Account # 07-03754Bill # 2308Total\$226.95Release the value of a mobile home and the Columbus Rescue. The home was flooded in 1999 and abandoned.
Release the Property Value in the name of Hardwick, DianaAmount:\$132.85Value:\$16,300.00Year: 2007Account # 06-00938Bill # 4950Total\$152.41Release a portion of the property value, a portion of the Yam City Fire (16.30) and a portion of the ColumbusRescue (3.26). The property was left off the land use program in transfer error.
Release the Property Value in the name of Hardwick, DianaAmount:\$663.41Value:\$81,100.00Year:2007Account # 06-00938Bill # 4949Total\$761.09Release a portion of the property value, a portion of the Yam City Fire (81.40) and a portion of the ColumbusRescue (16.28). The property was left off the land use program in transfer error.
Release the Property Value in the name of Jones, FrancineAmount:\$87.20Value:\$10,700.00Year:2007Account # 10-00435Bill # 9291Total\$195.34Release the value of a house and the Columbus Rescue.The house was torn down and replaced with a double wide.
Release the Property Value in the name of McAlister, DeniseAmount:\$31.79Value:\$3,900.00Year: 2007Account # 13-04545Bill # 3022Total\$231.81Release the property value, the Klondyke Fire (2.73) the Columbus Rescue (.78) and W2 (3.51).The customer failed to receive the senior citizens exemption.
Release the Property Value in the name of McAlister, DeniseAmount:\$29.84Value:\$3,900.00Year: 2006Account # 13-04545Bill # 2692Total\$229.86Release the property value, the Klondyke Fire (2.73), the Columbus Rescue (.78) and W2 (3.51).Customer failedto receive the senior citizens exemption.
Release the Property Value in the name of Pridgen, T. W. (Heirs)Amount: \$109.40Value:\$14,300.00Year: 2006Account # 15-30880Bill # 9072Total\$129.42Release the property value, the Acme Delco Fire (17.16) and the Columbus Rescue (2.86). The property is doublelisted in the name of Sara, Frank & Eugene Lewis.

Release the Property Value in the name of Pridgen, T. W. (Heirs)Amount:\$92.82Value:\$11,900.00Year: 2002Account # 15-30880Bill # 6734Total\$109.48Release the property value, the Acme Delco Fire (14.28) and the Columbus Rescue (2.38). The property is doublelisted in the name of Sara, Frank & Eugene Lewis.

Release the Property Value in the name of Pridgen, T.W. (Heirs)Amount:\$92.82Value:\$11,900.00Year: 2004Account # 15-30880Bill # 3675Total\$109.48Release the property value, the Acme Delco Fire (14.28) and the Columbus Rescue (2.38).The property is doublelisted in the name of Sara, Frank & Eugene Lewis.

Release the Property Value in the name of Pridgen, T.W. (Heirs)Amount: \$92.82Value:\$11,900.00Year: 2003Account # 15-30880Bill # 7409Total\$109.48Release the property value, the Acme Delco Fire (14.28) and the Columbus Rescue (2.38). The property is doublelisted in the name of Sara, Frank & Eugene Lewis.

Release the Property Value in the name of Pridgen, T.W. (Heirs)Amount: \$92.82Value:\$11,900.00Year: 2001Account # 15-30880Bill # 729Total\$109.48Release the property value, the Acme Delco Fire (14.28) and the Columbus Rescue (2.38). The property is doublelisted in the name of Sara, Frank & Eugene Lewis.

Release the Property Value in the name of Pridgen, T.W. (Heirs)Amount:\$85.68Value:\$11,900.00Year: 2000Account # 15-30880Bill # 012Total\$99.96Release the property value and the Acme Delco Fire.The property is double listed in the name of Sara, Frank &Eugene Lewis.

Release the Property Value in the name of Pridgen, T.W. (Heirs)Amount:\$82.71Value:\$11,900.00Year: 1998Account # 15-30880Bill # 4210Total\$96.99Release the property value and the Acme Delco Fire.The property is double listed in the name of Sara, Frank &Eugene Lewis.

Release the Property Value in the name of Pridgen, T.W. (Heirs)Amount: \$104.39Value:\$14,300.00Year: 2005Account # 15-30880Bill # 7791Total\$124.41Release the property value, the Acme Delco Fire (17.16) and the Columbus Rescue (2.86). The property is doublelisted in the name of Sara, Frank & Eugene Lewis.

Release the Property Value in the name of Pridgen, T.W.)Heirs)Amount:\$82.71Value:\$11,900.00Year: 1999Account # 15-30880Bill # 6506Total\$96.99Release the property value and the Acme Delco Fire.The property is double listed in the name of Sara, Frank &Eugene Lewis.

Release the Property Value in the name of Ridgen, T. W. (Heirs)Amount: \$116.55Value:\$14,300.00Year: 2007Account # 15-30880Bill # 9501Total\$136.57Release the property value, the Acme Delco Fire (17.16) and the Columbus Rescue (2.86). The property is doublelisted in the name of Sara, Frank & Eugene Lewis.

Release theProperty Valuein the name of Spivey, ChristopherAmount:\$7.21Value:\$924.00Year: 2003Account # 06-05936Bill # 2921Total\$8.73Release the value of boat, the Roseland Fire (.55) and the Columbus Rescue (.18). The boat was sold out of county.

Release the Property Value in the name of Spivey, ChristopherAmount:\$16.30Value:\$2,000.00Year: 2007Account # 06-05936Bill # 5211Total\$19.69Release the value of two boats the Roseland Fire (1.20) and the Columbus Rescue (.40).One boat was junked and one was sold out of county.

Release the Property Value in the name of Wilson, Jimmy D.Amount:\$119.82Value:\$14,702.00Year: 2007Account # 06-03106Bill # 2728Total\$523.46Release the property value, the Yam City Fire (14.70) and the Columbus Rescue (2.94).Two mobile homes burned.One in 2003 and one in 2005.

Release the Property Value in the name of Wilson, Jimmy D.Amount:\$126.41Value:\$16,524.00Year: 2006Account # 06-03106Bill # 2135Total\$531.96Release the property value the Yam City Fire (16.52) and the Columbus Rescue (3.03).Both houses burned.Onein 2003 and one in 2005

Release the User Feein the name of Benson, Lola B.Value:\$0.00 Year: 2007Account # 09-14994Bill # 9782Release the user fee.House is vacant, has no can, no power and is unlivable.	Amount: Total	\$0.00 \$193.00
Release theUser Feein the name of Benson, Lola B.Value:\$0.00Year: 2006Account # 09-14994Bill # 9814Release user fee.House is vacant, has no power, no can and is unlivable.	Amount: Total	\$0.00 \$193.00
Release theUser Feein the name ofByrd Family LLC Of Lake WaccValue:\$0.00Year: 2007Account # 11-03828Bill # 3097Release user fee.House is vacant.	. Amo Total	unt: \$0.00 \$193.00
Release theUser Feein the name ofByrd Family LLC Of Lake WaccValue:\$0.00Year: 2007Account # 11-03828Bill # 3083Release user fee.House is vacant.	. Amo Total	unt: \$0.00 \$193.00
Release theUser Feein the name of Byrd, Giles & Sons (Inc)Value:\$0.00Year: 2007Account # 11-04796Bill # 3114Release half of the user fee.This is a hunting camp.	Amount: Total	\$0.00 \$96.50
Release theUser Feein the name of Cathey, Joseph IIIValue:\$0.00Year: 2007Account # 07-01203Bill # 4436Release a portion of the user fee.Did not have the trash can for a full year.	Amount: Total	\$0.00 \$160.80
Release theUser Feein the name of Charles, Samuel J.Value:\$0.00Year: 2007Account # 08-03854Bill # 4565Release a portion of the user fee.Did not have the trash can for a full year.	Amount: Total	\$0.00 \$73.84
Release theUser Feein the name of Graham, Curtis L.Value:\$0.00Year: 2007Account # 13-15840Bill # 3370Release user fee.House is vacant and does not have a trash can.	Amount: Total	\$0.00 \$193.00
Release the User Fee in the name of Heath, Frederick G/ Value: \$0.00 Year: 2007 Account # 15-01747 Bill # 5701 Release user fee that is being paid on account # 15-01032 in the same name.	Amount: Total	\$0.00 \$193.00
Release theUser Feein the name of Inman, JamesValue:\$0.00Year: 2004Account # 03-02148Bill # 588Release user fee.Mobile home vacant since 2003.	Amount: Total	\$0.00 \$177.00
Release theUser Feein the name of Inman, JamesValue:\$0.00Year: 2005Account # 03-02148Bill # 506Release user fee.House has been vacant since 2003.	Amount: Total	\$0.00 \$177.00
Release theUser Feein the name of Inman, JamesValue:\$0.00Year: 2006Account # 03-02148Bill # 7596Release user fee.House has been vacant since 2003.Bill # 7596	Amount: Total	\$0.00 \$193.00
Release theUser Feein the name of Inman, JamesValue:\$0.00Year: 2007Account # 03-02148Bill # 7834Release user fee.The house has been vacant since 2003.Bill # 7834	Amount: Total	\$0.00 \$193.00
Release theUser Feein the name of Iron Hill Penticostal Ch.Value:\$0.00Year: 2005Account # 18-00142Bill # 1876Release two of three user fees.There is one trash can here.	Amount: Total	\$0.00 \$354.00
Release theUser Feein the name of Iron Hill Penticostal Ch.Value:\$0.00Year: 2006Account # 18-00142Bill # 3313Release two of three user fees.There is one trash can here.	Amount: Total	\$0.00 \$386.00
Release theUser Feein the name of Iron Hill Penticostal Ch.Value:\$0.00Year: 2004Account # 18-00142Bill # 7700Release two of three user fee.There is one can here.	Amount: Total	\$0.00 \$354.00

Release theUser Feein the name of Iron Hill Penticostal Ch.Value:\$0.00Year: 2003Account # 18-00142Bill # 1393Release two of three user fees.There is one can here.	Amount: \$0.00 Total \$354.00
Release theUser Feein the name of Iron Hill Penticostal Ch.Value:\$0.00Year: 2007Account # 18-00142Bill # 3710Release two of three user fees.There is one trash can here.	Amount: \$0.00 Total \$386.00
Release theUser Feein the name of Jenkins, SimonValue:\$0.00Year: 2007Account # 01-47520Bill # 8688Release user fee.House is vacant, has no power and no trash can.	Amount: \$0.00 Total \$193.00
Release theUser Feein the name of Johnson, Delma R.Value:\$0.00Year: 2007Account # 03-00901Bill # 8881Release half of the user fee.This is a summer home.	Amount: \$0.00 Total \$96.50
Release theUser Feein the name of Jones, Paul H.Value:\$0.00Year: 2006Account # 11-04624Bill # 9136Release user fee on vacant land.Bill # 9136	Amount: \$0.00 Total \$193.00
Release theUser Feein the name of Long, Ronald W. (ETAL)Value:\$0.00Year: 2007Account # 06-01720Bill # 1925Release the user fee.House is vacant and does not have a trash can.	Amount: \$0.00 Total \$193.00
Release theUser Feein the name of McAbee, ShirleyValue:\$0.00 Year: 2007Account # 01-54760Bill # 3014	Amount:\$0.00Total\$193.00
Release the user fee. House is vacant and does not have a trash can.	
Release theUser Feein the name ofMcPherson, RobertValue:\$0.00Year: 2007Account # 01-03136Bill # 0775Release a portion of the user fee.Did not have the trash can for a full year.	Amount: \$0.00 Total \$16.08
Release theUser Feein the name of Olson, PattyValue:\$0.00Year: 2007Account # 06-03959Bill # 7345Release user fee.House is unlivable and does not have a trash can.	Amount: \$0.00 Total \$193.00
Release theUser Feein the name ofOwen-Bogan, KarenValue:\$0.00Year:2007Account # 15-00025Bill # 7392Release user fee.House is unlivable, with no power and no trash can.	Amount: \$0.00 Total \$193.00
Release theUser Feein the name of Perritte, Angela T.Value:\$0.00Year: 2007Account # 09-03702Bill # 8039Release user fee.House is vacant and does not have trash can.	Amount: \$0.00 Total \$193.00
Release the User Feein the name of Phillips, Tracy Jr.Value:\$0.00 Year: 2007Account # 09-23638Bill # 8182Release the user fee on a house that is vacant. Trash can has been picked up	Total \$193.00
Release theUser Feein the name of Rose Valley Masonic LodgeValue:\$0.00Year: 1999Account # 18-00223Bill # 9255Release user fee.No trash can here.	
Release theUser Feein the name of Rose Valley Masonic LodgeValue:\$0.00Year: 2000Account # 18-00223Bill # 1081Release user fee.There is no trash can here.	Amount: \$0.00 Total \$125.00
Release theUser Feein the name of Rose Valley Masonic LodgeValue:\$0.00Year: 2001Account # 18-00223Bill # 3556Release user fee There is no trash can here.	Amount: \$0.00 Total \$165.00
Release theUser Feein the name of Rose Valley Masonic LodgeValue:\$0.00Year: 2002Account # 18-00223Bill # 099	Amount: \$0.00

Release theUser Feein the name of Rose Valley Masonic LodgeValue:\$0.00Year: 2003Account # 18-00223Bill # 1170Release user fee.There is no trash can here.	Amount: Total	\$0.00 \$177.00
Release theUser Feein the name of Rose Valley Masonic LodgeValue:\$0.00Year: 2004Account # 18-00223Bill # 7480Release user fee.There is no trash can here.	Amount: Total	\$0.00 \$177.00
Release theUser Feein the name of Rose Valley Masonic LodgeValue:\$0.00Year: 2005Account # 18-00223Bill # 1657Release user fee.There is no trash can here.	Amount: Total	\$0.00 \$177.00
Release theUser Feein the name of Rose Valley Masonic LodgeValue:\$0.00Year: 2006Account # 18-00223Bill # 3095Release user fee.There is no trash can here.	Amount: Total	\$0.00 \$193.00
Release theUser Feein the name of Rose Valley Masonic LodgeValue:\$0.00Year: 2007Account # 18-00223Bill # 3774Release user fee.There is no trash can here.	Amount: Total	\$0.00 \$193.00
Release theUser Feein the name of Shoun, Harold D.Value:\$0.00Year: 2007Account # 06-05747Bill # 2893Release a portion of the user fee.Did not have the trash can for a full year.	Amount: Total	\$0.00 \$160.80
Release theUser Feein the name of Spivey, Larry D.Value:\$0.00 Year: 2007Account # 12-26180Bill # 5292Release user fee.Mobile home is vacant and trash can has been picked up.	Amount: Total	\$0.00 \$193.00
Release theUser Feein the name of Stanley, BobbyValue:\$0.00Year: 2007Account # 07-05041Bill # 5540Release the user fee.The house is incomplete.	Amount: Total	\$0.00 \$193.00
Release theUser Feein the name of Stephens, KathleenValue:\$0.00Year: 2007Account # 01-89415Bill # 5941Release user fee.House is vacant and does not have a trash can.	Amount: Total	\$0.00 \$106.00
Release theUser Feein the name of Tabor City Recreation Comm.Value:\$0.00Year: 2007Account # 09-30000Bill # 7194Release user fee.House vacant, no trash can.	Amount Total	:: \$0.00 \$193.00
Release theUser Feein the name of Tucker, David A.Value:\$0.00Year: 2007Account # 07-18101Bill # 8498Release user fee.House vacant with no trash can.	Amount: Total	\$0.00 \$193.00
Release theUser Feein the name of Tucker, David A.Value:\$0.00 Year: 2007Account # 11-11201Bill # 8499Release one of two user fees.There is one trash can here.	Amount: Total	\$0.00 \$193.00
Release theUser Feein the name of Ward, Isaac G.Value:\$0.00Year: 2007Account # 03-26930Bill # 0017Release user fee.House is vacant with no trash can.	Amount: Total	\$0.00 \$193.00
Release theUser Feein the name of Ward, Robert D.Value:\$0.00 Year: 2007Account # 01-00893Bill # 0288Release a portion of the user fee.Did not have the trash can for a full year.	Amount: Total	\$0.00 \$160.80
Release theUser Feein the name of Williams, Wade L.Value:\$0.00Year: 2007Account # 09-33713Bill # 2134Release user fee.House is vacant and does not have a trash can.	Amount: Total	\$0.00 \$193.00

AGENDA ITEM #12: <u>COMMENTS</u>:

Chairman Prevatte opened the floor for comments. The following spoke.

A. **Public:**

Anita Adams: stated the following:

- 1. The paving of the parking lot at the Veterans Office is very uneven;
- 2. The pavement needs to be smooth for the type of clientele who frequents this office; and
- 3. I am requesting that you look into this matter and see if the pavement can be smoothed out.

C. Board of Commissioners:

Chairman Prevatte: I am requesting the Public Comments be placed at the beginning of the Board Meeting, and for this to be termed as Public Input.

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

At 7:39 P.M., Vice Chairman 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 Norris. The motion unanimously passed.

Agenda Item #13: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 9:18 P.M., Commissioner Bullard made a motion to adjourn Closed Session and resume Regular Session, seconded by Commissioner Jacobs. The motion unanimously passed.

Agenda Item #14: <u>ADJOURNMENT</u>

At 9:19 P.M., Commissioner Norris made a motion to adjourn, seconded by Commissioner Gore. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

JAMES E. PREVATTE Chairman

COLUMBUS COUNTY WATER and SEWER DISTRICTS <u>I</u>, II, III, IV and V <u>COMBINATION</u> BOARD MEETING Monday, December 17, 2007 7:31 P.M.

The Honorable Columbus County Commissioners met on the above stated date and at the above stated time in the Dempsey B. Herring Courthouse Annex Building, located at 112 West Smith Street, Whiteville, North Carolina, to act as the Columbus County Water and Sewer Districts I, II, III IV and V Board.

COMMISSIONERS PRESENT:

APPOINTEES PRESENT:

James E. Prevatte, **Chairman** Bill Memory, **Vice Chairman** Amon E. McKenzie Sammie Jacobs Lynwood Norris Ricky Bullard Ronald Gore Steven W. Fowler, **County Attorney** June B. Hall, **Clerk to Board** Bobbie Faircloth, **Deputy Finance Officer**

<u>APPOINTEE ABSENT:</u> Leo Hunt, **Interim County Manager**

MEETING CALLED TO ORDER:

At 7:31 P.M., Chairman Prevatte called the Columbus County Water and Sewer Districts I, II, III , IV and V <u>Combination</u> Board Meeting to order.

Agenda Item #8:COLUMBUS COUNTY WATER and SEWER DISTRICTS BOARD
MEETING MINUTES APPROVAL:

- A. November 19, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**);
- B. November 19, 2007 Columbus County Water and Sewer District V Board Meeting; and
- C. December 03, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**).

Commissioner Jacobs made a motion to approve the following Columbus County Water and Sewer Districts Board Meeting Minutes, as recorded, seconded by Commissioner Norris. The motion unanimously passed.

- A. November 19, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**);
- B. November 19, 2007 Columbus County Water and Sewer District V Board Meeting; and
- C. December 03, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**).

ADJOURNMENT:

At 7:33 P.M., Vice Chairman Memory made a motion to adjourn, seconded by Commissioner Norris. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

JAMES E. PREVATTE, Chairman

COLUMBUS COUNTY WATER and SEWER DISTRICTS I, <u>II</u>, III, IV and V <u>COMBINATION</u> BOARD MEETING Monday, December 17, 2007 7:31 P.M.

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COMMISSIONERS PRESENT:

APPOINTEES PRESENT:

James E. Prevatte, **Chairman** Bill Memory, **Vice Chairman** Amon E. McKenzie Sammie Jacobs Lynwood Norris Ricky Bullard Ronald Gore Steven W. Fowler, **County Attorney** June B. Hall, **Clerk to Board** Bobbie Faircloth, **Deputy Finance Officer**

APPOINTEE ABSENT: Leo Hunt, Interim County Manager

MEETING CALLED TO ORDER:

At 7:31 P.M., Chairman Prevatte called the Columbus County Water and Sewer Districts I, II, III , IV and V <u>Combination</u> Board Meeting to order.

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- C. December 03, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**).

ADJOURNMENT:

At 7:33 P.M., Vice Chairman Memory made a motion to adjourn, seconded by Commissioner Norris. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

JAMES E. PREVATTE, Chairman

COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, <u>III</u>, IV and V <u>COMBINATION</u> BOARD MEETING Monday, December 17, 2007 7:31 P.M.

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COMMISSIONERS PRESENT:

APPOINTEES PRESENT:

James E. Prevatte, **Chairman** Bill Memory, **Vice Chairman** Amon E. McKenzie Sammie Jacobs Lynwood Norris Ricky Bullard Ronald Gore Steven W. Fowler, **County Attorney** June B. Hall, **Clerk to Board** Bobbie Faircloth, **Deputy Finance Officer**

APPOINTEE ABSENT: Leo Hunt, Interim County Manager

MEETING CALLED TO ORDER:

At 7:31 P.M., Chairman Prevatte called the Columbus County Water and Sewer Districts I, II, III , IV and V <u>Combination</u> Board Meeting to order.

Agenda Item #8:COLUMBUS COUNTY WATER and SEWER DISTRICTS BOARD
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- C. December 03, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**).

Commissioner Jacobs made a motion to approve the following Columbus County Water and Sewer Districts Board Meeting Minutes, as recorded, seconded by Commissioner Norris. The motion unanimously passed.

- A. November 19, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**);
- B. November 19, 2007 Columbus County Water and Sewer District V Board Meeting; and
- C. December 03, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**).

ADJOURNMENT:

At 7:33 P.M., Vice Chairman Memory made a motion to adjourn, seconded by Commissioner Norris. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

JAMES E. PREVATTE, Chairman

COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, <u>IV</u> and V <u>COMBINATION</u> BOARD MEETING Monday, December 17, 2007 7:31 P.M.

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COMMISSIONERS PRESENT:

APPOINTEES PRESENT:

James E. Prevatte, **Chairman** Bill Memory, **Vice Chairman** Amon E. McKenzie Sammie Jacobs Lynwood Norris Ricky Bullard Ronald Gore Steven W. Fowler, **County Attorney** June B. Hall, **Clerk to Board** Bobbie Faircloth, **Deputy Finance Officer**

APPOINTEE ABSENT: Leo Hunt, Interim County Manager

MEETING CALLED TO ORDER:

At 7:31 P.M., Chairman Prevatte called the Columbus County Water and Sewer Districts I, II, III , IV and V <u>Combination</u> Board Meeting to order.

Agenda Item #8:COLUMBUS COUNTY WATER and SEWER DISTRICTS BOARD
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- A. November 19, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**);
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- C. December 03, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**).

Commissioner Jacobs made a motion to approve the following Columbus County Water and Sewer Districts Board Meeting Minutes, as recorded, seconded by Commissioner Norris. The motion unanimously passed.

- A. November 19, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**);
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- C. December 03, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**).

ADJOURNMENT:

At 7:33 P.M., Vice Chairman Memory made a motion to adjourn, seconded by Commissioner Norris. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

JAMES E. PREVATTE, Chairman

COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V <u>COMBINATION</u> BOARD MEETING Monday, December 17, 2007 7:31 P.M.

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COMMISSIONERS PRESENT:

APPOINTEES PRESENT:

James E. Prevatte, **Chairman** Bill Memory, **Vice Chairman** Amon E. McKenzie Sammie Jacobs Lynwood Norris Ricky Bullard Ronald Gore Steven W. Fowler, **County Attorney** June B. Hall, **Clerk to Board** Bobbie Faircloth, **Deputy Finance Officer**

APPOINTEE ABSENT: Leo Hunt, Interim County Manager

MEETING CALLED TO ORDER:

At 7:31 P.M., Chairman Prevatte called the Columbus County Water and Sewer Districts I, II, III , IV and V <u>Combination</u> Board Meeting to order.

Agenda Item #8:COLUMBUS COUNTY WATER and SEWER DISTRICTS BOARD
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Commissioner Jacobs made a motion to approve the following Columbus County Water and Sewer Districts Board Meeting Minutes, as recorded, seconded by Commissioner Norris. The motion unanimously passed.

- A. November 19, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**);
- B. November 19, 2007 Columbus County Water and Sewer District V Board Meeting; and
- C. December 03, 2007 Combination Meeting of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 Sets**).

Agenda Item #9:COLUMBUS COUNTY WATER and SEWER DISTRICT V -
APPROVAL of CHANGE ORDER #1: Adam Kiker, Hobbs, Upchurch and
Associates, requested Board approval of Change Order #1 in the amount of
\$296,555.00.

Vice Chairman Memory made a motion to table this Agenda item until Adam Kiker could be present and explain, seconded by Commissioner Bullard. The motion unanimously passed.

ADJOURNMENT:

At 7:33 P.M., Vice Chairman Memory made a motion to adjourn, seconded by Commissioner Norris. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

JAMES E. PREVATTE, Chairman