

**COLUMBUS COUNTY BOARD OF COMMISSIONERS****February 04, 2008****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:**

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

**APPOINTEES PRESENT:**

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

**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 February 04, 2008 Columbus County Board of Commissioners Meeting to order. The invocation was delivered by Commissioner Ricky Bullard. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Vice Chairman Bill Memory.

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

Commissioner Norris made a motion to approve the January 14, 2008 Columbus County Board of Commissioners Workshop Minutes, as recorded, seconded by Commissioner Gore. The motion passed unanimously.

**Agenda Item #5: PUBLIC INPUT:**

Chairman Prevatte opened the floor for public input. The following person spoke.

**Gene McNeill:** stated the following:

1. I would like to establish protocol to all the Board members, County Manager, County Attorney and the County Clerk;
2. I stood at this podium a few months ago and requested of the Board permission to be a part of Water District IV;
3. The area where I reside will not be included due to the low population density, but I wanted to help the surrounding citizens get water they badly need;
4. I requested permission, and was granted permission by the Board, to do petitions from the citizens of this area to get more signups for water;
5. I live off Highway 11 (on Cemetery Road) which is a low density area;
6. We have petitioned over three hundred forty (340) people for water;
7. We were told we needed more people, and we petitioned more people, and was able to get more signups;
8. I understand that this project was begun in 2000;
9. My reason for being here tonight is to request that the County Commissioners move ahead with this project;
10. We found there were some errors that have been corrected;
11. We have talked to the engineer and we have helped him with several things;
12. The people in this area are very optimistic about this water and they are looking for water in 2008, in the high density areas;
13. We understand that not all people are going to get water on the first phase of this project;
14. We are requesting that you push forward to get some pipe in the ground and get some water in this area;
15. I have the following three (3) gentlemen here with me tonight that have helped tremendously with this project: Glenn Evans, Martin Benton and Tommy Huffham; **and**
16. We want to stand behind you on this project.

Commissioner Memory delivered the following update to the Board:

1. Mr. McNeill has done a great job on the eastern end of Columbus County;
2. Glenn Evans, Tommy Huffham and Martin Benton have all worked very hard for Water District IV; **and**
3. I am requesting that Leroy Sellers, Public Utilities Director, give an update on the discovery made today.

Mr. Sellers stated the following:

1. Basically, Leo Green, Green Engineering, called me today with an update;
2. The big issue was the flat rate and the average monthly water bills were high;
3. We revisited the working Budget and deleted the cost for the SCADA system and the electronic meter readers;
4. We added in some figures from Hexion relative to the average water figures from the schools in the district;
5. We actually came back with a water rate that had dropped down to a reasonable cost of \$24 - \$25 for the flat rate, with a possible \$36 - \$37 average monthly water bills;
6. At this point, Mr. Green will send this to Rural Development for their approval, and then all we will need will be the blessings from the Board of Commissioners; **and**
7. We are to the point now where the project will work.

Commissioner Memory stated the following:

1. It is my understanding that Rural Development will move quickly on this because they want to get this money in our hands;
2. We have until October, 2010 to spend the money or we lose it;
3. Once we get the blessing on the Preliminary Engineering Report from Rural Development, we can go to bid; **and**
4. It is a possibility we could see pipe being laid this fall.

Commissioners Jacobs stated the following:

1. I would like to commend Gene McNeill, Glenn Evans, Tommy Huffham, Martin Benton and anyone else who has played a part in this project, for all their efforts;
2. Mr. McNeill discovered he was in a low-density area and would not be included, but did not stop working for the other people; **and**
3. Commissioner Memory, myself and staff have attended various meetings throughout the past year and we are dedicated to this water system.

**Agenda Item #6: FOREST SERVICE (NC) DISTRICT 8 - REQUEST for new ACR POSITION:**

Jamie Ward requested Board approval of a new ACR position for District 8, with 40% County Funding. On behalf of Mr. Ward, Shane Hardee, District Forester, stated the following:

1. I have prepared and presented to you a Proposal to Transfer One (1) Assistant County Ranger Position from Brunswick County to Columbus County;
2. This report will show a comparison of DFR County Programs between Brunswick and Columbus County;
3. The North Carolina Forest Service is divided into districts and we are located in District 8 which consists of six (6) counties and they are Columbus, Brunswick, Bladen, Duplin Pender and New Hanover;
4. The Forest Management Program in Columbus County is the highest in the six (6) counties in our district;
5. The position we requested a few years ago did not materialize;
6. We simply do not have the personnel to fulfill all the requirements that are placed on us;
7. In the information I have presented to you, you can easily see that Columbus County needs are greater than Brunswick County for this position;
8. Brunswick County does not want this move to happen;
9. This position will be done on a state level through the Legislature;
10. This opportunity rarely happens, and if we miss out on this chance, it could be many years before it happens again;
11. The cost to the County for this position for the remaining one-quarter (1/4) year would be \$6,400.00 and then the full amount would be realized in the new budget year;
12. Columbus County has 625,000 acres of land and of that amount, there are 400,000 acres in forest land; **and**
13. This position is badly needed for Columbus County.

After lengthy discussion was conducted, it was the general consensus of the Board to take this matter under consideration during the upcoming budget process.

**Agenda Item #7: SOCIAL SERVICES - DEPARTMENTAL UPDATE:**

Linda Fry, Social Services Director, delivered the following Departmental Update to the Board.

1. There is a common mis-perception of what the Department of Social Services does;
2. We diligently try to help people temporarily until they are able to help themselves;
3. The significant activities for 2007 are as follows:
 

Family and Children's Medicaid	6,650 cases; 8,300 individuals
Adult Medicaid	5,530 individuals
Work First Cash (TANF)	Reduce Welfare Dependency
Work First Employment (TANF)	1,391 in 1995; 376 in 2008
Administrative/Clerical	Face-to-Face - 21,000 constituents
Foster Care	61 Children; Assisted 43 families
Adoption	12 finalized; 15 pending
In-Home Services	Assisted 76 children; 36 families
Foster Care License	Licensed 21 homes
Child Protective Services	211 Investigations; 269 Assessed; 310 positive for neglect/abuse
Adult Protective Services	130 referral for abuse/neglect
Guardianship Services	Guardian for 11 constituents
Medicaid Transportation Services	12,742 constituents
Social Security Payee	52 constituents
Technical Support/File room	Excess of 250,000 files
Technical Support/Computers	144 computers
Energy Assistance	4,700 constituents
Child Support-Yearly Collection	\$5,000,000 (estimated)
Child Care	Serving 729 children
4. Through the Social Services Department, we have returned \$99,249,000 revenue to Columbus County through our various programs and services;
5. We have one hundred forty-four (144) employees and fourteen (14) vacancies;
6. The cost for training an employee ranging from \$1,500.00 to \$3,500.00;
7. Columbus County has a county-driven system which is very good;
8. We now have a Sheriff's Deputy on Board which has been very advantageous;
9. Two (2) weeks ago, we started a policy of no trespassing on the grounds from 6:00 P.M. until 8:00 A.M., which has helped tremendously;
10. The Columbus County Department of Social Services received the Director Cup Award for our Food and Nutrition Program; **and**
11. We are constantly striving to improve the image of our department.

**Agenda Item #8: SOLID WASTE - APPROVAL OF SCRAP TIRE RECYCLING and DISPOSAL CONTRACT:**

Leroy Sellers, Solid Waste Director, requested Board approval of the following Scrap Tire Recycling and Disposal Contract with Central Carolina Holding, LLC.

**STATE OF NORTH CAROLINA**

**SCRAP TIRE RECYCLING & DISPOSAL CONTRACT**

**COUNTY OF COLUMBUS**

This Scrap Tire Recycling and Disposal Contract ("Contract") made and entered on this 4<sup>th</sup> day of February, 2008, by and between Columbus County, a political subdivision of the State of North Carolina ("County") and Central Carolina Holdings, LLC, a North Carolina Corporation, with principal business offices located at 1616 McKoy Town Road, Cameron, NC 28326 ("Contractor").

**WITNESSETH:**

**WHEREAS**, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm; and

**WHEREAS**, the Contractor is qualified to provide collection, transportation, recycling and

disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**1) Scrap Tire Volume Generated**

It is unknown how many scrap tires the County receives at its landfill annually. However, the Contractor understands the County does not control the scrap tire waste stream and there is no guaranteed volume that will be received during the term of this Contract.

**2) Recycling and Disposal Services**

Contractor Responsibilities

a) The Contractor agrees to stage two (2) forty-five (45) foot open top trailers at the County Landfill. The Contractor also agrees to place a trailer at any major retail location that produces at least one load of tires per month, convenience sites and clean up sites. Furthermore, the Contractor shall be responsible for hauling, processing, recycling, and/or disposing of all scrap tires in accordance with all applicable state, federal, and local environmental and safety laws, regulations, permits, ordinances, and standards.

b) County Responsibilities  
The County shall make reasonable efforts to provide ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained at the County landfill site.

**3) Term**

a) This Contract shall be full force and effect for a period of five (5) years from the date of execution, unless terminated earlier per Section 7.

b) On the fifth anniversary of this Contract, November 1, 2012, the term of this Contract will automatically renew for one additional year. On the each subsequent anniversary date of this Contract, (i.e. November 1, 2013; November 1, 2014; November 1, 2015; etc.) this Contract will automatically renew for one additional year.

c) This Contract may be terminated by non-renewal by either party providing written notice of non-renewal to the other party at least 30 days prior to any automatic renewal date.

**4) Time of Performance**

Contractor shall remove each loaded trailer and replace with an empty trailer within seventy-two hours of contact by the County with the exception of weekends and nationally recognized holidays.

**5) Invoices**

The Contractor shall invoice the County monthly for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6 and the applicable weight tickets. Each invoice shall include a dated listing of the loads collected and transported indicating the weight per load, and the load origin.

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

**6) Collection Disposal Fees**

The County shall pay Contractor for the work described in Section 2, including processing and transportation of all passenger and truck tires, the Collection Disposal Fee in the amount of \$76.42 per ton. Should the price of fuel exceed \$1.99 per gallon, a Fuel Surcharge will be added to the Collection Disposal Fee. The Fuel Surcharge will be based on the weekly information received from the Energy Information Administration Diesel Fuel Hotline, (202) 556-6966 on Mondays to establish the Fuel Surcharge for the week, per the chart below:

<u>Price</u>	<u>Fuel Surcharge</u>
\$0.00 - \$1.99	0
\$2.00 - \$2.25	.05 per mile
\$2.26 - \$2.50	.10 per mile
\$2.50 - \$2.75	.15 per mile
\$2.76 - \$3.00	.20 per mile
\$3.01 - \$3.25	.25 per mile
\$3.26 - \$3.50	.30 per mile

## 7) Termination

This contract may be terminated according to either of the following provisions:

- a) **Default:** If either party to this Contract claims the other is in default of any provision hereof, the claiming party shall provide written notice to the defaulting party of said default. If the defaulting party fails to correct the violating condition within twenty (20) working days of the date they receive written notice, the party claiming default may terminate this Contract immediately upon written notice as provided in Section 13.8 below.
- b) **Mutual Agreement:** This Contract may be terminated by mutual written agreement of the parties hereto at any time.

## 8) Force Majeure

- a) **Suspension of Performance:** The duties and obligations of the parties to this Contract shall be suspended to the extent that such performance becomes impracticable as a result of Force Majeure.
- b) **Definition: Force Majeure** - Any event or occurrence of any nature of kind whatsoever which prevents or impairs the performance of the parties to this Contract and which is beyond their control and not due to their negligence.
- c) **Notice:** In the event that either party hereto determines that a Force Majeure has occurred, or it is likely to occur, such party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of the problem, the anticipated effect thereof on that party's performance under this Contract and an estimate of when normal performance may be expected to resume.
- d) **No Unreasonable Delay:** Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

## 9) Representations

9.1) The Contractor represents, warrants, and covenants to County that:

- a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.
- b) The execution, delivery, and performance of this Contract have all been duly and validly authorized by all corporate action required to be taken and will

not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.

- c) Contractor has valid rights of control with respect to its plant size.
- d) Contractor shall comply with all environmental and other applicable governmental permits, guidelines, and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby agrees to indemnify and hold harmless the County against any punitive or other action resulting from or associated with Contractor's failure to do so.

9.2) County represents, warrants and covenants to Contractor that:

- a) The execution, delivery and performance of this Contract by County have all been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound.

10) **Insurance**

Contractor does hereby warrant that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million (\$ 1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to the County within ten (10) days of signing Contract. Contractor shall at all times during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars.

11) **Hold Harmless**

The Contractor does hereby agree to indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being entered against either of them, the Contractor will comply with such decree and/or pay such judgment in full, together with all costs and expenses of whatsoever nature associated therewith and hold the County harmless therefrom.

12) **Disputes**

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this Contract shall be the General Court of Justice, Columbus County, NC.

13) **Non-Appropriation**

All funds for payment by COUNTY under this Contract are subject to the availability of any annual appropriation for this purpose by the BOARD. In the event of non-appropriation of funds by the BOARD for the services provided under this Contract, COUNTY will terminate this Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by

Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and COUNTY shall not be obligated under this Contract beyond the date of termination

**14) Miscellaneous**

- 14.1)** Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.
- 14.2)** This Contract may be changed only by agreement in writing and signed by both parties hereto.
- 14.3)** This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and/or written.
- 14.4)** This Contract may be executed simultaneously in two counterparts, each of which shall be deemed an original.
- 14.5)** This Contract shall be governed by the laws of the State of North Carolina.
- 14.6)** The sections and heading in the Contract are for reference purposes only and shall not affect in any way the meaning of this Contract or any part thereof.
- 14.7)** In the event that any provisions of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.
- 14.8)** All notices and other formal communications hereunder shall be made in writing and given or delivered by personal delivery or via certified mail, return receipt requested to the principal at the address designated below. All notices shall be effective upon receipt.

**Contractor**

Central Carolina Holdings, LLC.  
Attention: Tim McNeill  
1616 McKoy Town Road  
Cameron, N.C. 28326  
(919) 499-2301

**County**

Public Utilities  
Attention: Leroy Sellers  
612 North Madison Street  
Whiteville, N.C. 28472  
(910) 642-5257

- 14.9)** Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any other matter.
- 14.10)** This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall be not unreasonable withheld or delayed.

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of this Contract in duplicate originals, to be effective as of November 1, 2007.

COLUMBUS COUNTY COMMISSIONERS  
By: /s/ **James Prevatte, Chairman**  
Columbus County Commissioners  
Date of Chairman's signature: 02-07-2008

Attested by:  
/s/ **June B. Hall**  
Clerk to the Board

CENTRAL CAROLINA HOLDINGS, LLC  
By: \_\_\_\_\_  
Contractor

Date

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

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

This 7<sup>th</sup> day of February, 2008, personally came before me, Virginia D. Taylor, a Notary Public of Columbus County, June B. Hall, who being by me duly sworn, says that she knows the official seal of the Board of Commissioners of Columbus County, and is acquainted with James Prevatte, who is Chairman of said Board of Commissioners of Columbus County, and that she, the said June B. Hall, is the Clerk of the said Board of Commissioners of Columbus County, and saw the Chairman sign the foregoing instrument, and saw the said official seal of said Board of Commissioners of Columbus County affixed to the said instrument in the presence of said Chairman of said Board of Commissioners of Columbus County, all by order of said Board.

**WITNESS** my hand and official seal or stamp, this the 7thday of February, 2008.

/s/ **VIRGINIA D. TAYLOR**  
NOTARY PUBLIC  
My Commission Expires: 04-27-2008

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_  
County, \_\_\_\_\_, do certify that on this the \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2008, personally appeared before me \_\_\_\_\_,  
\_\_\_\_\_ of Central Carolina Holdings, LLC, 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 liability corporation and in the capacity stated, for the  
purposes therein stated.

Witness my hand and official seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Approved as to form:  
/s/ **STEVEN W. FOWLER**  
County Attorney, Steven W. Fowler

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

/s/ **LEO HUNT**  
County Interim Finance Officer

Mr. Sellers stated the following:

1. This is a five (5) year program;
2. We are dealing with Carolina Recycling who transports these tires and recycles them; **and**
3. The County Attorney has reviewed their contract and has tweaked it a little.

Commissioner McKenzie made a motion to approve the Scrap Tire Recycling and Disposal Contract, seconded by Commissioner McKenzie. The motion passed unanimously.

**Agenda Item #9: GOVERNING BODY - RULES of PROCEDURE for the COLUMBUS COUNTY BOARD of COMMISSIONERS:**

Chairman Prevatte requested Board approval and adoption of the Rules of Procedure for the Columbus County Board of Commissioners that were presented at the January 22, 2008 Board Meeting and approved on the first reading. A workshop was conducted on January 14, 2008 on this topic. **(This will be the second reading.)** To review the contents of this document, you may refer



to the January 22, 2008 Board Meeting Minutes.

Commissioner Jacobs made a motion to approve the Rules of Procedure for the Columbus County Board of Commissioners, on the second reading, seconded by Commissioner Bullard. The motion passed unanimously.

**Agenda Item #10: LEGAL - APPROVAL of the FOLLOWING (2) AMENDMENTS to the FOLLOWING SOLID WASTE CONTRACTS:**

- (1) **Transfer Station and Disposal Service Agreement (Amendment Number: 2);**  
and
- (2) **Solid Waste Collection Contract (Amendment Number: 3).**

Steven W. Fowler, Columbus County Attorney, requested Board approval of the following two (2) amendments to Solid Waste Contracts with Waste Management of Carolinas, Incorporated.

**NOTE: The Agenda states Amended Solid Waste Contracts, but Amendments to these contracts were presented for approval.**

**(1) Second Amendment to Transfer Station and Disposal Service Agreement Between Columbus County, North Carolina and Waste Management of Carolinas, Incorporated (Successor in Interest to American Refuse Systems, Incorporated):**

**SECOND AMENDMENT TO  
TRANSFER STATION AND DISPOSAL AGREEMENT  
BETWEEN  
COLUMBUS COUNTY, NORTH CAROLINA  
AND  
WASTE MANAGEMENT OF CAROLINAS, INC.  
(SUCCESSOR IN INTEREST TO AMERICAN REFUSE SYSTEMS, INC.)**

THIS SECOND AMENDMENT, made this 4<sup>th</sup> day of February, 2008, to the Agreement dated June 25, 1997, as amended on December 27, 2007, (the "Agreement") by and between Columbus County, North Carolina (the "County"), and Waste Management of Carolinas, Inc., a North Carolina corporation which is successor in interest to American Refuse Systems, Inc. (the "Contractor").

WHEREAS, the County and Contractor desire to extend the term of the Agreement;

WHEREAS, Contractor has agreed to pay to the County compensation in exchange for the County's agreement to forego its right to acquire the transfer station building until December 31, 2012;

WHEREAS, the Contractor and County have agreed upon additional concessions by Contractor to the County in exchange for the extension of this Agreement and the County has determined that the extension of this Agreement is in the best interest of the County;

NOW, THEREFORE, the County and Contractor agree as follows:

Section 1. Extension of Term. The Agreement shall be extended through December 31, 2012. The Agreement may be further extended by mutual agreement of the parties expressed in writing prior to the expiration of the existing term.

Section 2. Consumer Price Index. In exchange for the extension of this Agreement, Contractor shall forego the January 1, 2008 C.P.I. adjustment on the current transfer station rate of \$48.70 per ton. Thereafter, adjustments to the C.P.I. will occur on each January 1 pursuant to the C.P.I. formula set forth in the Agreement.

Section 3. Fuel Surcharge. The County shall continue to pay to Contractor as a part of its compensation a fuel surcharge based upon the cost of diesel fuel as determined by reference to the Energy Information Administration of the U.S. Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Lower Atlantic. The surcharge will fluctuate monthly based upon increases and decreases in the cost of diesel fuel as reflected in this Index. The average diesel price shall be determined from information contained on the EIA/DOE's website, <http://tonto.eia/doe/gov/oog/info/wohdp/diesel/asp>. ("EIA/DOE fuel cost"), on the first Monday prior to the end of the month (or the first business day thereafter if such Monday is a federal

holiday). Fuel adjustments shall be made according to Exhibit "A;" provided, however, should the DOE average of diesel fuel as reflected on the schedule exceed \$4.25 per gallon (the maximum price reflected on the current table), the surcharge shall be adjusted proportionately.

Section 4. Payment to County for Option to Purchase Transfer Station. Contractor shall pay the County Three Hundred, Twenty-Five Thousand Dollars (\$325,000) in exchange for the County's agreement not to exercise its option to acquire the transfer station building currently owned by Contractor, except as set forth in Section 6. below. The \$325,000 shall be paid as follows: (a) a check to the County in the amount of Two Hundred Thousand Dollars (\$200,000) which amount shall be paid no later than March 7, 2008; and (b) the balance shall be paid through a gate rate credit to the County of \$0.56 per ton of County Solid Waste disposed of at the Transfer Station. The first credit shall be issued following the first full month following the execution of this Amendment.

Section 5. Annual Payment to County. Contractor shall remit to County an annual payment of Two Thousand, Four Hundred, Fifty-Two and 55/100 Dollars (\$2,452.55) on or before each April 1 during the five year extended term of this Agreement. The County shall submit an invoice to Contractor for such amount on or before March 1 of each year. This payment shall be deemed further consideration to County for the extension of this Agreement.

Section 6. County Option to Purchase Transfer Station. The County shall have the option to purchase the transfer station building from Contractor on December 31, 2012, at the fair market value of the building. The fair market value of the building shall be established by averaging two appraisals, one by an appraiser selected by the County and one by an appraiser selected by Contractor. If the County elects to exercise this option, it shall give Contractor notice no later than July 1, 2011.

Section 7. Lease Payments to County. The County shall lease to Contractor the land upon which the transfer station building is located for the term of this Agreement at a rate of One Thousand, Five Hundred and No/100 Dollars (\$1,500) per month. Lease payments shall be paid through a gate rate credit to the County of \$0.41 per ton of County Solid Waste disposed of at the Transfer Station until the \$1,500 monthly amount has been reached. Credits shall be issued on a monthly basis. In the event the amount of revenue generated by the gate rate credits is not enough to cover the \$1,500 monthly lease payment, Contractor shall issue a check to the County for the difference between the gate rate credits generated for the month and the \$1,500 lease payment.

The County may possibly agree to extend the lease of this land with Contractor for additional five (5) years terms upon Contractor's request for an extension.

Section 8. Property Taxes. Contractor shall pay property taxes on the Transfer Station building only.

Section 9. Renewal Negotiations. The parties agree to commence good faith negotiations to extend the Agreement beginning one year before the conclusion of the current term. In the event the parties agree to further extend the Agreement, such agreement shall be evidenced in writing and signed by both parties.

Section 10. Residential Solid Waste Collection Contract. The County and Contractor agree to extend the current Residential Solid Waste Collection Contract through December 31, 2012, as set forth in the contract attached here to as Exhibit "B."

Section 11. Modification of Contract. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Agreement, no amendment of the terms of the Agreement is intended hereby and the Agreement and all its terms and conditions shall remain in full force and effect.

Section 12. Entirety. This Amendment is hereby incorporated into the Agreement and together therewith they contain the entire Agreement between the parties as to the matters contained therein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 4th day of February, 2008.

COLUMBUS COUNTY  
By: **JAMES E. PREVATTE**

ATTEST:  
By: **JUNE B. HALL**

Name: **JAMES E. PREVATTE**  
Title: **Chairman**

Name: **JUNE B. HALL**  
Title: **Clerk to the Board**

WASTE MANAGEMENT OF  
CAROLINAS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

- (2) **Third Amendment to Solid Waste Collection Contract Between Columbus County, North Carolina and Waste Management of Carolinas, Incorporated (Successor in Interest to American Refuse Systems, Incorporated):**

**THIRD AMENDMENT TO  
SOLID WASTE COLLECTION CONTRACT BETWEEN  
COLUMBUS COUNTY, NORTH CAROLINA  
AND  
WASTE MANAGEMENT OF CAROLINAS, INC.  
(SUCCESSOR IN INTEREST TO AMERICAN REFUSE SYSTEMS, INC.)**

THIS THIRD AMENDMENT, made this 4<sup>th</sup> day of February, 2008, to the Contract dated September 15, 1997, as amended with the addendum dated July 1, 2004, and the addendum dated July 1, 2006, (the "Agreement") by and between Columbus County, North Carolina (the "County"), and Waste Management of Carolinas, Inc., a North Carolina corporation which is successor in interest to American Refuse Systems, Inc. (the "Contractor").

WHEREAS, the County and Contractor desire to extend the term of the Agreement; and

WHEREAS, the County and Contractor desire to amend the Agreement to reflect the change to the formula used to calculate cost of living adjustments which change was agreed and adopted by the County and Contractor effective July 1, 2006; and

WHEREAS, the County and Contractor desire to amend the Agreement to reflect the agreement between the parties effective July 1, 2006, to add a fuel surcharge as a component of the Contractor's compensation;

NOW, THEREFORE, the County and Contractor agree as follows:

**Section 1. Extension of Term.** This Agreement shall be extended through December 31, 2012. The Agreement may be further extended by mutual agreement of the parties express in writing prior to the termination of the existing term.

**Section 2. Consumer Price Index Formula and Waiver of 2008 Adjustment.** Effective July 1, 2006, the County and Contractor agreed to change the Consumer Price Index (C.P.I.) formula used to calculate cost of living adjustments in the Contract to the less costly and less volatile Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items – U.S. City Average (1982-84 = 100) as published by the Bureau of Labor Statistics, U.S. Department of Labor. C.P.I. adjustments shall continue to be based upon this formula and effective on the date of this Amendment, C.P.I. adjustments to Contractor's compensation shall be made on each July 1 during the remaining term of this Agreement; provided, however, Contractor agrees to forego the C.P.I. adjustment which otherwise would have been implemented on July 1, 2008.

**Section 3. Fuel Surcharge.** The County shall continue to pay to Contractor as a part of its compensation a fuel surcharge based upon increases in the cost of diesel fuel as determined by

reference to the Energy Information Administration of the U.S. Department of Energy (“EIA/DOE”)’s Weekly Retail On Highway Diesel Prices for the Lower Atlantic. The surcharge will fluctuate monthly based upon increases and decreases in the cost of diesel fuel as reflected in this Index. The average diesel price shall be determined from information contained on the aforesaid website (“EIA/DOE fuel cost”) on the first Monday prior to the end of the month (or the first business day thereafter if such Monday is a federal holiday). Fuel adjustments shall be made according to Exhibit “A;” provided, however, should the DOE average of diesel fuel as reflected on the schedule exceed \$4.25 per gallon (the maximum price reflected on the current table), the surcharge shall be adjusted proportionately.

Section 4. Renewal Negotiations. The parties agree to commence good faith negotiations to renew this Agreement at least one year prior to the conclusion of any term of the Agreement in order to give each party time to plan for any changes to the Agreement or the termination of the Agreement if the parties are unable to reach an agreement on extending the term.

Section 5. Modification of Contract. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Agreement, no amendment of the terms of the Agreement is intended hereby and the Agreement and all its terms and conditions shall remain in full force and effect.

Section 6. Entirety. This Amendment is hereby incorporated into the Agreement and together therewith they contain the entire Agreement between the parties as to the matters contained therein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 4th day of February, 2008.

COLUMBUS COUNTY  
 By: /s/ **JAMES E. PREVATTE**  
 Name: **JAMES E. PREVATTE**  
 Title: **Chairman**

ATTEST:  
 By: **JUNE B. HALL**  
 Name: **JUNE B. HALL**  
 Title: **Clerk to the Board**

WASTE MANAGEMENT OF  
 CAROLINAS, INC.  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

ATTEST:  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Chairman Prevatte stated the following:

1. Steven W. Fowler, County Attorney, has provided to you the following information:
  - a. A copy of the Letter of Understanding that was approved at the January 07, 2008 Board Meeting;
  - b. A comparison sheet which list the Page Numbers and Section Numbers in the original contracts and/or agreements where the change was made;
  - c. Copies of the two (2) amendments to the contracts and/or agreements;
2. The Board requested that I have another attorney review these contracts and/or agreement and I have done so;
3. In the original Letter of Understanding, Waste Management agreed to pay property taxes on the amount of \$325,000, but the Tax Administrator states they can only pay property taxes on the amount that is listed on the tax books which is \$54,700;
4. After further negotiations with Waste Management, they have agreed to make a cash payment to Columbus County for the difference between the \$325,000 and the \$54,700 which is approximately \$271,000; **and**
5. The \$2,452.00 payment for this difference will be received as a cash payment each year by April 1.

Commissioner McKenzie made a motion to approve the Second Amendment to the Transfer Station and Disposal Agreement between Columbus County, North Carolina and Waste Management of Carolina, Incorporation (Successor in Interest to American Refuse Systems, Incorporated) and the Third Amendment to the Solid Waste Collection Contract between Columbus County, North Carolina and Waste Management of Carolina, Incorporation (Successor in Interest to American Refuse Systems, Incorporated, seconded by Commissioner Norris. Exhibit “A” will be kept on file in the Minute Book Attachments, Book Number 2, for review.

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

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

The motion passes on a five (5) to two (2) vote.

**Agenda Item #11: RESOLUTION - REQUEST for PLACEMENT of LICENSE PLATE AGENCY in TOWN of TABOR CITY:**

Commissioner Norris requested Board approval and adoption of the following Request for Placement of License Plate Agency in Town of Tabor City Resolution.

**REQUEST for PLACEMENT of LICENSE PLATE AGENCY  
in TOWN of TABOR CITY**

**WHEREAS**, Columbus County is a large county with a small population in comparison to its size; **and**

**WHEREAS**, certain legal requirements are placed on the citizens of Columbus County by the North Carolina Department of Transportation in order for them to operate their motor vehicles in their private lives, as well as business lives **and**

**WHEREAS**, one (1) of the legal requirements that is placed on our citizens is the obtaining of a current license plate and/or sticker for their private and/or business vehicles; **and**

**WHEREAS**, the citizens that reside in the southern and western portions of Columbus County are required to travel to Whiteville to obtain the said license plates they need to legally operate their said vehicles; **and**

**WHEREAS**, the traveling time, the expense of the trip and the citizen's inability to receive their legally required license plates on the first trip, have created and placed an unnecessary burden on the citizens of the said area; **and**

**WHEREAS**, the placement of a North Carolina License Plate Agency in the Town of Tabor City would eliminate the burden of obtaining the legally required license plates and/or stickers on these citizens.

**NOW, THEREFORE, BE IT RESOLVED** we, the Columbus County Board of Commissioners, do respectfully request your consideration of the placement of a North Carolina License Plate Agency in the Town of Tabor City; **and**

**BE IT FURTHER RESOLVED** we respectfully request the placement of this agency to materialize in the near future in order to eliminate the financial burden from our citizens.

**APPROVED** and **ADOPTED** this the 4<sup>th</sup> day of February, 2008.

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**  
/s/ **JAMES E. PREVATTE, Chairman**

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

Commissioner Norris made a motion to approve and adopt the Request for Placement of License Plate Agency in Town of Tabor City, seconded by Commissioner Jacobs.

Commissioner Memory stated a License Plate Agency was badly needed in the eastern end of Columbus county due to the distance the citizens had to travel to Whiteville, and made the following **substitute motion**.

**SUBSTITUTE MOTION:**

Commissioner Memory made a substitute motion for a Resolution to be prepared and forwarded to the North Carolina Department of Transportation requesting that a License Plate Agency be located in the Town of Tabor City and in the eastern end of Columbus County, seconded by Commissioner Gore.

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

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

The substitute motion fails on a three (3) to four (4) vote.

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

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

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

Commissioner Memory requested that a resolution be prepared requesting that a License Plate Agency be located in the eastern end of Columbus County to be forwarded to the North Carolina Department of Transportation and be placed on the February 18, 2008 Agenda.

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

At 7:49 P.M., Commissioner Memory made a motion to recess Regular Session and enter into a Combination Meeting of the Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded by Commissioner Norris. The motion passed unanimously.

**Agenda Item #12:** **COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV AND V - APPROVAL of ADJUSTMENTS to WATER BILLS:** Leroy Sellers, Public Utilities Director, is requesting Board approval of the November, 2007 and the December, 2007 adjustments to the monthly water bills.

This information will be recorded in Minute Book Number 1 for each Water and Sewer District respectively.

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

At 7:51 P.M., Commissioner Memory made a motion to adjourn the Combination Meeting of the Columbus County Water and Sewer Districts I, II, III, IV and V, and resume Regular Session, seconded by Commissioner Jacobs. The motion passed unanimously.

**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
Housing Advisory Committee	IV	Marshall Shepherd <b>(Deceased)</b>	06-30-2007	<b>Hold</b>
Industrial Facilities Pollution Control Financing Authority <b>Motion: Gore</b> <b>Second: Memory</b>	EB	Larry Buffkin <b>(Resigned)</b>	06-30-2010	<b>Billy Hobbs</b>
Planning Board	IV	Ivan Wilson <b>(Resigned)</b>	09-30-2007	<b>Glenn Evans</b>

S.E. Regional Mental Health, Developmental Disabilities & Substance Abuse Authority	EB	Dr. Ray Thigpen	11-30-2009	<b>Hold</b>
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**APPOINTMENT - LANDFILL GAS TASK FORCE:**

Commissioner Bullard made a motion to remove Kipling Godwin from the Columbus County Gas Task Force, due to contract employment with Appalachian State University and a conflict of interest, and appoint Danny McPherson, 69 Brice Ward Road, Chadbourn, North Carolina 28431, Telephone: (910) 642-5664, to serve in this position, seconded by Commissioner Gore. The motion passed unanimously.

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

Commissioner Norris made a motion to approve the following Budget Amendments, seconded by Commissioner Gore. The motion passed unanimously.

**A. Budget Amendments:**

TYPE	ACCOUNT	DETAILS	AMOUNT
<b>Expenditure</b>	10-4313-519001	Contract Services	85,573
	10-4313-530001	Operating Expenses	700
	10-4313-531100	Travel	300
<b>Revenue</b>	10-3130-430020		86573
<b>Expenditure</b>	19-4531-559042	Approach Clearing Proj #36237.53.3.1	38,667
	19-4531-557011	Land Acquisition Project #36237.53.3.1	78,000
	19-4531-519029	Prof Serv Fees #36237.53.3.1	50,000
	19-4531-519031	Prof Serv Project #36237.53.4.1	50,000
	19-4531-559043	Approach Clearing Proj #36237.53.4.1	100,000
<b>Revenue</b>	19-3453-432007	Airport Improvement Grant 3.1	150,000
	19-3453-432008	Airport Improvement Grant 4.1	150,000
	19-3453-437000	Local Match	16,667
<b>Expenditure</b>	10-4960-549913	Drainage Project	(10,000)
	10-9600-560039	Waccamaw River Debris Removal	65,705
<b>Revenue</b>	10-3493-440022	DWQ Reimbursement	50,705
	10-3493-440023	Brunswick Match	5,000
<b>Expenditure</b>	14-4311-529902	Special Alcohol & Drug - WEAPONS	5,809
<b>Revenue</b>	10-3432-489070	Columbus County Detention Officers	5,809
<b>Expenditure</b>	10-4320-519301	Medical Expense	9,900
<b>Revenue</b>	10-3431-420002		9,900
<b>Expenditure</b>	10-4310-535300	M&R Vehicles	12,681
<b>Revenue</b>	10-3839-489000	Miscellaneous Revenue G/F	12,681

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

**B. January 22, 2008 Tax Refunds and Releases:**

**TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office):  
February 04, 2008**

Refunds Name: Price, Herbert W. (Heirs) Amount: \$0.00  
 Value: \$0.00 Year 007 Account # 09-24120 Bill # 69293 Total \$193.00  
 Refund user fee. House vacant, no trash can. Make check payable to James Price.  
 PO Box 1709 Matthews NC 28106

**TAX RELEASES (as submitted to the Governing Body Office from the Tax Office):  
February 04, 2008**

Release the Property Value in the name of Barnhill, Larry Amount: \$80.50  
 Value: \$10,320.00 Year: 2003 Account # 11-00407 Bill # 8473 Total \$274.63  
 Release the value of a mobile home, the Hallsboro Fire (6.19) and Columbus Rescue (2.06). The home is double listed to William L. Pope.

Release the Property Value in the name of Barnhill, Larry Amount: \$0.00  
 Value: \$0.00 Year: 2004 Account # 11-00407 Bill # 4616 Total \$163.72  
 Release the user fee on a mobile home that is double listed to William L. Pope.

Release the Property Value in the name of Barnhill, Larry Amount: \$65.92  
 Value: \$9,030.00 Year: 2005 Account # 11-00407 Bill # 8267 Total \$257.47  
 Release the value of a mobile home, the Hallsboro Fire (5.42) and Columbus Rescue (1.81). The home is double listed to William L. Pope.

Release the Property Value in the name of Barnhill, Larry Amount: \$64.95  
 Value: \$8,490.00 Year: 2006 Account # 11-00407 Bill # 8953 Total \$271.91  
 Release the value of a mobile home, the Hallsboro Fire (5.09) and Columbus Rescue (1.70). The home is double listed to William L. Pope.

Release the Property Value in the name of Barnhill, Larry Amount: \$64.96  
 Value: \$7,970.00 Year: 2007 Account # 11-00407 Bill # 8904 Total \$271.46  
 Release the value of a mobile home, the Hallsboro Fire (4.78) and Columbus Rescue (1.59). The home is double listed to William L. Pope.

Release the Property Value in the name of Bluffs At Waccamaw Owners Assoc. Inc. Amount: \$1,104.33  
 Value: \$135,500.00 Year: 2007 Account # 08-00911 Bill # 0585 Total \$1,131.43  
 Release a portion of the property value and a portion of the Columbus Rescue. Failed to give adjustment on lots that are not suitable for building.

Release the Property Value in the name of Cartret, Mark Amount: \$36.51  
 Value: \$4,480.00 Year: 2007 Account # 08-04638 Bill # 4096 Total \$41.15  
 Release the value of a camper and the Columbus Rescue fee. The camper was sold to Larry Kenfro.

Release the Property Value in the name of Cartret, Mark Amount: \$37.45  
 Value: \$5,130.00 Year: 2005 Account # 08-04638 Bill # 3278 Total \$42.33  
 Release the value of a camper and the Columbus Rescue. The camper was sold to Larry Kenfro.

Release the Property Value in the name of Dorsch, Robert Amount: \$58.68  
 Value: \$7,200.00 Year: 2007 Account # 07-03340 Bill # 7591 Total \$65.88  
 Release the property value, the Nakina Fire (5.76) and Columbus Rescue (1.44). The farm equipment was sold to Ron Stanley.

Release the Property Value in the name of Duncan, Mitchell Amount: \$5.24  
 Value: \$643.00 Year: 2007 Account # 09-02524 Bill # 8005 Total \$5.76  
 Release the value of a boat, the Roseland Fire (.39) and Columbus Rescue (.13). The boat is listed in Brunswick County.

Release the Property Value in the name of Fowler, Rodney Amount: \$4.08  
 Value: \$500.00 Year: 2007 Account # 09-09060 Bill # 0750 Total \$4.48  
 Release the property value, the Williams Fire (.30) and Columbus Rescue (.10). The shed does not exist.

Release the Property Value in the name of Gooding, Thomas Amount: \$93.56  
 Value: \$11,480.00 Year: 2007 Account # 11-10556 Bill # 2496 Total \$306.03



Release the value of a mobile home, the Hallsboro Fire (6.89) and Columbus Rescue (2.30). The home is double listed to Glenda Byrd.

Release the Property Value in the name of Harris, Gary W.	Amount:	\$37.53
Value: \$4,605.00 Year: 2007 Account # 03-05122 Bill # 5280	Total	\$235.30

Release the value of a mobile home and the Columbus Rescue. The home is double listed to Gary Ward Harris II.

Release the Property Value in the name of Harris, Gary W.	Amount:	\$36.96
Value: \$4,832.00 Year: 2006 Account # 03-05122 Bill # 5065	Total	\$234.72

Release the value of a mobile home and the Columbus Rescue. The home is double listed to Gary Ward Harris II.

Release the Property Value in the name of Harris, Gary W.	Amount:	\$43.85
Value: \$6,090.00 Year: 2000 Account # 03-05122 Bill # 5361	Total	\$173.24

Release the value of a mobile home that is double listed to Gary Ward Harris II.

Release the Property Value in the name of Harris, Gary W.	Amount:	\$46.10
Value: \$5,910.00 Year: 2001 Account # 03-05122 Bill # 5699	Total	\$217.01

Release the value of a mobile home and the Columbus Rescue. The home is double listed to Gary Ward Harris II.

Release the Property Value in the name of Harris, Gary W.	Amount:	\$41.94
Value: \$5,377.00 Year: 2003 Account # 03-05122 Bill # 3872	Total	\$224.32

Release the value of a mobile home and the Columbus Rescue. The home is double listed to Gary Ward Harris II.

Release the Property Value in the name of Harris, Gary W.	Amount:	\$41.70
Value: \$5,346.00 Year: 2004 Account # 03-05122 Bill # 086	Total	\$224.05

Release the value of a mobile home and the Columbus Rescue. The home is double listed to Gary Ward Harris II.

Release the Property Value in the name of Harris, Gary W.	Amount:	\$36.67
Value: \$5,023.00 Year: 2005 Account # 03-05122 Bill # 003	Total	\$218.44

Release the value of a mobile home and the Columbus Rescue. The home is double listed to Gary Ward Harris II.

Release the Property Value in the name of Harris, Gary W.	Amount:	\$43.37
Value: \$5,560.00 Year: 2002 Account # 03-05122 Bill # 3444	Total	\$225.93

Release the value of a mobile home and the Columbus Rescue. The home is double listed to Gary Ward Harris II.

Release the Property Value in the name of Keaton, Wesley	Amount:	\$7.34
Value: \$900.00 Year: 2007 Account # 15-03057 Bill # 9727	Total	\$10.63

Release the value of a boat, the Acme Delco Fire (1.08) and Columbus Rescue (.18). The boat is listed in Bladen County.

Release the Property Value in the name of Keaton, Wesley	Amount:	\$7.65
Value: \$1,000.00 Year: 2006 Account # 15-03057 Bill # 9427	Total	\$11.26

Release the value of a boat, the Acme Delco Fire (1.20) and Columbus Rescue (.20). The boat is listed in Bladen County.

Release the Property Value in the name of Keene, Jerrell	Amount:	\$11.40
Value: \$1,640.00 Year: 1998 Account # 09-16223 Bill # 6118	Total	\$112.54

Release the value of a mobile home that was traded for a larger mobile home and listed.

Release the Property Value in the name of Keene, Jerrell	Amount:	\$11.40
Value: \$1,640.00 Year: 1999 Account # 09-16223 Bill # 8103	Total	\$112.54

Release the value of a mobile home that was traded for a larger mobile home and listed.

Release the Property Value in the name of Keene, Jerrell	Amount:	\$16.31
Value: \$2,265.00 Year: 2000 Account # 09-16223 Bill # 9310	Total	\$142.94

Release the value of a mobile home that was traded for a larger mobile home and listed.

Release the Property Value in the name of Keene, Jerrell	Amount:	\$18.64
Value: \$2,390.00 Year: 2001 Account # 09-16223 Bill # 9787	Total	\$186.03

Release the value of a mobile home and the Columbus Rescue fee. The home was traded for a larger mobile home and listed.

Release the Property Value in the name of Keene, Jerrell	Amount:	\$19.03
Value: \$2,440.00 Year: 2002 Account # 09-16223 Bill # 7649	Total	\$200.08

Release the value of a mobile home, the Williams Fire (1.46) and Columbus Rescue (.49). The home was traded for a larger mobile home and listed.

Release the Property Value in the name of Keene, Jerrell	Amount:	\$21.49
Value: \$2,755.00 Year: 2004 Account # 09-16223 Bill # 368	Total	\$203.06

Release the value of a mobile home, the Williams Fire (1.65) and Columbus Rescue (.55). The home was traded for a larger mobile home and listed.

Release the Property Value in the name of Keene, Jerrell	Amount:	\$7.30
Value: \$1,000.00 Year: 2005 Account # 09-16223 Bill # 327	Total	\$185.91

Release the value of a mobile home, the Williams Fire (.60) and Columbus Rescu (.20). The home was traded for a larger mobile home and listed.

Release the Property Value in the name of Keene, Jerrell	Amount:	\$7.65
Value: \$1,000.00 Year: 2006 Account # 09-16223 Bill # 9451	Total	\$202.30

Release the value of a mobile home, the Williams Fire (.60) and Columbus Rescue (.20). The home was traded for a larger mobile home and listed.

Release the Property Value in the name of Keene, Jerrell	Amount:	\$8.15
Value: \$1,000.00 Year: 2007 Account # 09-16223 Bill # 9752	Total	\$202.85

Release the value of a mobile home, the Williams Fire (.60) and Columbus Rescue (.20). The home was traded for a larger mobile home and listed.

Release the Property Value in the name of Keene, Jerrell	Amount:	\$19.38
Value: \$2,485.00 Year: 2003 Account # 09-16223 Bill # 8138	Total	\$200.51

Release the value of a mobile home, the Williams Fire (1.49) and Columbus Rescue (.50). The home was traded for a larger one and listed.

Release the Property Value in the name of McLelland, Mona F.	Amount:	\$86.23
Value: \$10,580.00 Year: 2007 Account # 03-15980 Bill # 3837	Total	\$298.34

Release the value of a mobile home, the Brunswick Fire (7.41) and Whiteville Rescue (2.12). The home is double listed to Jimmy and Joann Parker.

Release the Property Value in the name of Nakina Vol. Fire Dept.	Amount:	\$16.63
Value: \$2,040.00 Year: 2007 Account # 07-12349 Bill # 6075	Total	\$18.67

Release the value of a boat, Nakina Fire (1.63) and Columbus Rescue (.41). The property is tax exempt.

Release the Property Value in the name of Nobles, Dempsey	Amount:	\$33.15
Value: \$4,067.00 Year: 2007 Account # 13-00117 Bill # 6670	Total	\$237.15

Release the value of a mobile home, the Klondyke Fire (2.85), the Columbus Rescue (.81) and W2 (3.66). The home is double listed to Andy and Myra Perritt.

Release the Property Value in the name of Ward, H. Elbert	Amount:	\$153.77
Value: \$20,100.00 Year: 2006 Account # 03-26800 Bill # 9404	Total	\$173.87

Release the property value, the Old Dock Fire (16.08) and Columbus Rescue (4.02). The property is double listed to Kaye S. Canady (etal).

Release the Property Value in the name of Ward, H. Elbert	Amount:	\$163.82
Value: \$20,100.00 Year: 2007 Account # 03-26800 Bill # 9985	Total	\$183.92

Release the property value, the Old Dock Fire (16.08) and the Columbus Rescue (4.02). The property is double listed to Kaye S. Canady (etal).

Release the Property Value in the name of Ward, H. Elbert	Amount:	\$85.02
Value: \$10,900.00 Year: 2002 Account # 03-26800 Bill # 6757	Total	\$87.20

Release the property value and the Columbus Rescue. The property is double listed to Kaye S. Canady (etal).

Release the Property Value in the name of Ward, H. Elbert	Amount:	\$85.02
Value: \$10,900.00 Year: 2001 Account # 03-26800 Bill # 8564	Total	\$87.20

Release the property value, and the Columbus Rescue. The property is double listed to Kaye S. Canady (etal).

Release the Property Value in the name of Ward, H. Elbert	Amount:	\$85.02
Value: \$10,900.00 Year: 2003 Account # 03-26800 Bill # 7524	Total	\$87.20

Release the property value and the Columbus Rescue. The property is double listed to Kaye S. Canady (etal).

Release the Property Value in the name of Watts, Shirley	Amount:	\$23.51
Value: \$2,885.00 Year: 2007 Account # 02-03380 Bill # 0839	Total	\$132.50
Release the value of a mobile home and the Whiteville Rescue. The home was moved to S.C. in 1993.		
Release the Property Value in the name of Watts, Shirley	Amount:	\$24.52
Value: \$3,205.00 Year: 2006 Account # 02-03380 Bill # 0262	Total	\$133.68
Release the value of a mobile home and the Whiteville Rescue. The home was moved to S.C. in 1993.		
Release the Property Value in the name of Watts, Shirley	Amount:	\$22.92
Value: \$3,140.00 Year: 2005 Account # 02-03380 Bill # 8876	Total	\$110.55
Release the value of a mobile home and the Whiteville Rescue. The home was moved to S.C. in 1993.		
Release the Property Value in the name of Watts, Shirley	Amount:	\$29.35
Value: \$3,763.00 Year: 2001 Account # 02-03380 Bill # 9378	Total	\$198.11
Release the value of a mobile home and the Whiteville Rescue. The home was moved to S.C. in 1993.		
Release the Property Value in the name of Watts, Shirley	Amount:	\$26.01
Value: \$3,335.00 Year: 2004 Account # 02-03380 Bill # 4960	Total	\$116.35
Release the value of a mobile home and the Whiteville Rescue. The home was moved to S.C. in 1993.		
Release the Property Value in the name of Watts, Shirley	Amount:	\$27.57
Value: \$3,534.00 Year: 2002 Account # 02-03380 Bill # 7587	Total	\$118.11
Release the value of a mobile home and the Whiteville Rescue. The home was moved to S.C. in 1993.		
Release the Property Value in the name of Watts, Shirley	Amount:	\$27.62
Value: \$3,836.00 Year: 2000 Account # 02-03380 Bill # 8364	Total	\$155.38
Release the value of a mobile home that was moved to S.C. in 1993.		
Release the Property Value in the name of Watts, Shirley	Amount:	\$16.12
Value: \$2,320.00 Year: 1999 Account # 02-03380 Bill # 6559	Total	\$117.73
Release the value of a mobile home that was moved to S.C. in 1993.		
Release the Property Value in the name of Watts, Shirley	Amount:	\$16.12
Value: \$2,326.00 Year: 1998 Account # 02-03380 Bill # 3995	Total	\$117.73
Release the value of a mobile home that was moved to S. C. in 1993.		
Release the Property Value in the name of Watts, Shirley	Amount:	\$25.74
Value: \$3,300.00 Year: 2003 Account # 02-03380 Bill # 8367	Total	\$116.04
Release the value of a mobile home and the Whiteville Rescue. The home was moved to S.C. in 1993.		
Release the Property Value in the name of Wright, Johnny	Amount:	\$32.44
Value: \$4,240.00 Year: 2006 Account # 09-01861 Bill # 2680	Total	\$41.28
Release the value of a boat, the Yam City Fire (4.24) and Columbus Rescue (.85). The boat was moved to S.C. in 2005.		
Release the Property Value in the name of Wright, Johnny	Amount:	\$25.10
Value: \$3,080.00 Year: 2007 Account # 09-01861 Bill # 3286	Total	\$31.68
Release the value of a boat and the Yam City Fire (3.08) and the Columbus Rescue (.62). The boat was moved to S.C. in 2005.		
Release the User Fee in the name of Bright, William Keith	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 01-08620 Bill # 1279	Total	\$106.00
Release user fee. House is vacant, no trash can.		
Release the User Fee in the name of Cribb, Roger D.	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 09-06120 Bill # 6307	Total	\$193.00
Release user fee. House vacant, no trash can.		
Release the User Fee in the name of Etheridge, Estelle	Amount:	\$0.00
Value: \$0.00 Year: 2007 Account # 08-05460 Bill # 9022	Total	\$106.00
Release the user fee. Mobile home is vacant for 2007.		
Release the User Fee in the name of Gore, Miriam	Amount:	\$0.00

Value: \$0.00 Year: 2007 Account # 09-11565 Bill # 3018 Total \$193.00

Release one of two user fee. There is only one trash can here.

Release the User Fee in the name of Greene, Eugene Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 16-06100 Bill # 4093 Total \$160.80

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 Ivey, Sylvester (Heirs) Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 03-11775 Bill # 7973 Total \$193.00

Release user fee. House vacant, no power and no trash can.

Release the User Fee in the name of Jacobs, Welton Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 14-07263 Bill # 8470 Total \$193.00

Release one of two user fees. One house burned in 2002.

Release the User Fee in the name of Jacobs, Welton Amount: \$0.00  
Value: \$0.00 Year: 2006 Account # 14-07263 Bill # 8181 Total \$193.00

Release one of two user fees. One house burned in 2002.

Release the User Fee in the name of Moore, Vernon A. Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 15-27800 Bill # 5693 Total \$193.00

Release the user fee. House is vacant, with no trash can.

Release the User Fee in the name of Ransom, Herbert (Deceased) Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 05-05442 Bill # 9878 Total \$193.00

Release user fee. Mobile home vacant, no trash can.

Release the User Fee in the name of Simmons, Barbara Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 01-83240 Bill # 2973 Total \$193.00

Release user fee on old house that is vacant.

Release the User Fee in the name of Simmons, Barbara Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 01-83240 Bill # 2971 Total \$193.00

Release one of two user fees. Mobile home is vacant, no can.

Release the User Fee in the name of Stephens, Genevieve Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 03-24025 Bill # 5905 Total \$193.00

Release user fee. House vacant and trash can picked up in 2005.

Release the User Fee in the name of Turbeville, Wendy Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 16-16341 Bill # 8586 Total \$193.00

Release user fee on a mobile home. Trash can was never delivered.

Release the User Fee in the name of Webb, Emmer (Heirs) Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 08-20420 Bill # 0962 Total \$193.00

Release user fee. House vacant, no power and no trash can.

Release the User Fee in the name of Wilson, Steven G. Amount: \$0.00  
Value: \$0.00 Year: 2007 Account # 10-00351 Bill # 2802 Total \$193.00

Release user fee. House is vacant and does not have a trash can.

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

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

#### **A. Department Heads:**

**Carol Worrell:** stated she would like to thank the County Commissioners for all of their support through her tenure as Parks and Recreation Director, and I would like to welcome Mr. William S. Clark on board as the new County Manager.

#### **B. Board of Commissioners:**

1. **Commissioner Gore:** I would like to ask Stuart Carroll, Purchasing Director, about

the status of the permits for the road at the Department of Social Services. Mr. Carroll replied stating the Department of Transportation has the same permits that I have. I have not spoken to them directly, but someone from S&ME has spoken to Greg Burns with the Department of Transportation, and he states that everything is on go.

2. **Commissioner Memory:** I would like for Linda Fry, Social Services Director, to be placed on the Personnel Committee.  
After discussion was conducted on how the Personnel Committee was established and who served on this committee, it was the general consensus of the Board for Williams S. Clark, County Manager, to review this committee and recommend if Linda Fry would serve.
  3. **Chairman Prevatte:** stated the following:
    - A. I would like to remind you of the invitation to a breakfast at the Whiteville City Schools Central Office on February 19, 2008, at 8:00 A.M., and a tour of the schools;
    - B. On Thursday, February 11, 2008, I will be delivering a State-of-the-County Address; **and**
    - C. I would like to invite all the public to attend this Press Conference.
  4. **Commissioner Bullard:** stated the following:
    - A. At the reception given for Mr. Clark, I heard a lot of people comment on how nice it was and we had made a good choice as Manager; **and**
    - B. I thank Mr. Leo Hunt for the help you have rendered to us in looking for a Manager, you have done a good job, and I will support Mr. Clark as the County Manager.
- C. **County Manager:** stated the following:
- A. I would like to thank the Commissioners for the confidence you have shown in me;
  - B. We all love Columbus County because it is a great place to live, work and play;
  - C. I look forward to working with all of you, all the departments and all the citizens of Columbus County;
  - D. I look forward to moving Columbus County forward and making it a better place to live, work and play; **and**
  - E. I am excited about this opportunity and I thank you very much.

**RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11 (3) ATTORNEY-CLIENT PRIVILEGE and (6) PERSONNEL:**

At 8:05 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 (3) Attorney-Client Privilege and (6) Personnel, seconded by Commissioner Gore. Steven W. Fowler, Columbus County Attorney stated in the Attorney-Client Privilege Closed Session, the Frink versus Columbus County Case would be discussed. The motion passed unanimously.

**Agenda Item #16: CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11 (3) ATTORNEY-CLIENT PRIVILEGE and (6) PERSONNEL:**

No official action was taken.

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

At 8:28 P.M., Commissioner Memory made a motion to adjourn Closed Session and resume Regular Session, seconded by Commissioner Norris. The motion passed unanimously.

**APPROVAL of CLOSED SESSION GENERAL ACCOUNTS:**

Steven W. Fowler, County Attorney, stated the General Accounts of the January 22, 2008 Closed Session Minutes, were approved by the Board during the Closed Session.

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**Agenda Item #17: ADJOURNMENT**

At 8:31 P.M., Commissioner McKenzie made a motion to adjourn, seconded by Commissioner Norris. The motion passed unanimously.

**APPROVED:**

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

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**JAMES E. PREVATTE, Chairman**

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V  
COMBINATION BOARD MEETING**  
**Monday, February 04 2008**  
**7:49 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:**

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

**APPOINTEES PRESENT:**

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

**MEETING CALLED TO ORDER:**

At 7:49 P.M., Chairman Prevatte called the Columbus County Water and Sewer Districts I, II, III , IV and V **Combination** Board Meeting to order.

**Agenda Item 12: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING - APPROVAL of ADJUSTMENTS to WATER BILLS:**

Leroy Sellers, Public Utilities Director, requested Board approval of the attached adjustments to the November, 2007 and the December, 2007 monthly water bills

Commissioner McKenzie made a motion to approve the adjustments to the monthly water bills for the months of November and December, 2007, seconded by Commissioner Norris. The motion passed unanimously. See "Attachment A" (4 Pages) for the breakdown of these adjustments.

**ADJOURNMENT:**

At 7:51 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner Jacobs. The motion unanimously passed.

**APPROVED:**

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

\_\_\_\_\_  
**JAMES E. PREVATTE, Chairman**

# DISTRICT I ADJUSTMENTS FOR THE MONTH OF DECEMBER

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
12/3/2007	403665	LIVE OAK	20.30-	BILLING ERROR
12/4/2007	403970	WILLIAMS VFD	140.00-	METER READ WRONG
12/4/2008	403960	ELTON LONG	61.00-	WATER LEAK
12/4/2007	206685	DAVID GODWIN	37.00+	MANUAL BILL
12/4/2007	400110.00 93	DAVID COLEMAN	44.00-	BILLING ERROR
12/4/2007	301700	BILL WORLEY	358.00-	METER READ WRONG
12/5/2007	403665.00 97	LIVE OAK	50.00+	CREDIT REFUNDED
12/5/2007	403550.00 98	EUGENE REEVES	50.00+	CREDIT REFUNDED
12/5/2007	401760	TRAVIS WRIGHT	50.00-	CUST LEAK
12/5/2007	403205	J. B. HUGGINGS	45.00+	MANUAL BILL
12/5/2007	101540.00 98	ANNIE THOMPkins	21.00-	BILLING ERROR
12/5/2007	100562	KELLIE SOLES	29.00+	MANUAL BILL
12/5/2007	200600	SARAH NUMEG	37.00+	MANUAL BILL
12/5/2007	205730	BRENDA JACKSON	41.00+	MANUAL BILL
12/5/2007	401100	JOHNATHAN COKER	21.00+	MANUAL BILL
12/7/2007	604130.00 96	ASHLEIGH STEVENS	11.29+	POSTING ERROR



## DISTRICT I ADJUSTMENTS FOR THE MONTH OF DECEMBER

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
12/7/2007	604130.00 97	KEYNA FLOYD	11.29-	POSTING ERROR
12/11/2007	101595	TIMOTHY HOLDEN	58.00-	CUST LEAK
12/14/2007	404540	CARLA FOWLER	80.00-	METER READ WRONG
12/28/2007	403960	ELTON LONG	240.00-	CUST LEAK
<b>TOTAL</b>			<b>\$ (762.30)</b>	

# DISTRICT I ADJUSTMENTS FOR THE MONTH OF NOVEMBER

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
11/2/2007	405125	MICHEAL NOBLES	16.00-	METER READ WRONG
11/5/2007	205590.00 98	ANNIE FAIRLEY	84.00-	BILLING ERROR
11/13/2007	403205.00 96	VANESSA HEMINGWAY	173.30-	BALANCE TRANSFERRED
11/13/2007	204510	VANESSA HEMINGWAY	173.30+	BALANCE TRANSFERRED
11/13/2007	101625.00 96	JEANNA WONG	5.80+	CREDIT REFUNDED
11/13/2007	403205.00 95	KING PHILLIP MCCRAE	45.10-	CREDIT REFUNDED
11/13/2007	100562.00 94	SARAH SPIVEY	29.00+	CREDIT REFUNDED
11/14/2007	401760	TRAVIS WRIGHT	54.00-	CUST LEAK
11/15/2007	200600.00 97	ROSA LUVIANO	21.00+	BALANCE TRANSFERRED
11/15/2007	200610	ROSA LUVIANO	21.00-	BALANCE TRANSFERRED
11/20/2007	203030.00 97	DOUG HOUSE	12.30+	CREDIT REFUNDED
11/20/2007	202050.00 96	GABRIELLE FIN	29.90+	CREDIT REFUNDED
11/20/2007	101540	ANNIE THOMPkins	5.00-	PENALTY WAIVED
11/26/2007	203150	INUCE HUNTER	50.00+	METER TAMPERING
11/26/2007	204510	VANESSA HEMINGWAY	50.00+	METER TAMPERING
11/26/2007	400810	SARAH SPIVEY	50.00+	METER TAMPERING
11/26/2007	101540	ANNIE THOMPkins	25.00+	DISCONNECT FEE

February 04, 2008 Meeting, Four (4) Pages

"ATTACHMENT A"

# DISTRICT I ADJUSTMENTS FOR THE MONTH OF NOVEMBER

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
11/27/2007	202085	DELORIS& ALEXIS WILLIAMS	30.00-	WAIVED CUT OFF FEE
	603515	GERALD STACKHOUSE	30.00-	WAIVED CUT OFF FEE
	207900	SYVETTA SPAIHN	30.00-	WAIVED CUT OFF FEE
	600310	WILLIE SMITH	50.00+	SERVICE CALL
	101370.00 98	GREG CLEMMONS	412.00-	HIGH READING
<b>TOTAL</b>			<b>\$ (404.10)</b>	

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V  
COMBINATION BOARD MEETING  
Monday, February 04 2008  
7:49 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:**

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

**APPOINTEES PRESENT:**

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

**MEETING CALLED TO ORDER:**

At 7:49 P.M., Chairman Prevatte called the Columbus County Water and Sewer Districts I, II, III , IV and V **Combination** Board Meeting to order.

**Agenda Item 12: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING - APPROVAL of ADJUSTMENTS to WATER BILLS:**

Leroy Sellers, Public Utilities Director, requested Board approval of the attached adjustments to the November, 2007 and the December, 2007 monthly water bills

Commissioner McKenzie made a motion to approve the adjustments to the monthly water bills for the months of November and December, 2007, seconded by Commissioner Norris. The motion passed unanimously. See "Attachment A" (4 Pages) for the breakdown of these adjustments.

**OTHER:****HOOKUP ENCOURAGEMENT:**

Commissioner McKenzie stated the need was ever present to encourage people to continue to hookup to the County water system. This would eliminate the additional taxes for this district the citizens are paying.

**REQUEST for UPDATE:**

Commissioner Bullard requested that Leo Hunt, Interim Finance Director, deliver an update to the Board at the February 18, 2008 Board Meeting on the financial condition of this water district.

**ADJOURNMENT:**

At 7:51 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner Jacobs. The motion unanimously passed.

**APPROVED:**

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

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**JAMES E. PREVATTE, Chairman**

# DISTRICT II ADJUSTMENTS FOR THE MONTH OF NOVEMBER

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
11/1/2007	111087	LASHANDA SHIPMAN	16.00-	METER MISREAD
11/1/2007	132890	JERRY GOODMAN	50.00+	METER TAMPERING
11/1/2007	130990.00 98	BEATRICE YATES	228.33-	BILLING ERROR
11/1/2007	131160.00 98	MIKE JOLLY	25.00-	BILLING ERROR
11/1/2007	142845	RUTH MORGAN	600.00+	BILLING ERROR
11/1/2007	142940	JOHN TROY	85.00-	BILLING ERROR
11/13/2007	140560.00 96	JERRY HEMINGWAY	50.00+	BALANCE TRANSFERRED
11/13/2007	141410	DAVID HARRIS	25.00+	BALANCE TRANSFERRED
11/13/2007	141400	DAVID HARRIS	25.00-	BALANCE TRANSFERRED
11/15/2007	144460.00 98	ROGER WALKER	27.50+	BALANCE TRANSFERRED
11/15/2007	144425	ROGER WALKER	27.50-	BALANCE TRANSFERRED
11/20/2007	140030	DARRELL TYREE	521.00+	MANUAL BILL
11/20/2007	134365.00 98	KEITH HAYES	479.00-	POSTING ERROR
11/20/2007	134365.0098	KEITH HAYES	500.00-	TAP FEE
11/20/2007	134365.00 98	KEITH HAYES	50.00-	DEPOSIT
11/20/2007	134365.0098	KEITH HAYES	25.00-	BILLING ERROR
11/20/2007	134365.0098	KEITH HAYES	5.00-	PENALTY

## DISTRICT II ADJUSTMENTS FOR THE MONTH OF NOVEMBER

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
11/20/2007	144380.00 97	RICHARD BERRY	24.50-	CREDIT REFUNDED
11/20/2007	144070.00 98	ROSCOE BOZEMAN	17.00+	CREDIT REFUNDED
11/20/2007	142445.00 98	RODNEY WILKERSON	21.00+	CREDIT REFUNDED
11/20/2007	140125.00 98	CHARLES WARD	27.50+	CREDIT REFUNDED
11/20/2007	121495.00 98	JIMMY EVANS	13.00+	CREDIT REFUNDED
11/20/2007	110640.00 97	DICKIE CARTRETTE	25.00+	CREDIT REFUNDED
11/20/2007	111351.0097	BERT MARSH	21.83+	CREDIT REFUNDED
11/20/2007	144310.00 98	WILLIE MAHONEY	207.50-	BILLING ERROR
11/20/2007	132900.0098	JANIE FORD	5.00-	PENALTY WAIVED
11/21/2007	121730	HINSON'S CHURCH	5.00-	PENALTY WAIVED
11/21/2007	121730	HINSON'S CHURCH	25.00-	POSTING ERROR
11/21/2007	121610.0098	HINSON'S PARSONAGE	25.00+	POSTING ERROR
11/26/2007	141790	STACY ALLEN	50.00+	METER TAMPERING
11/27/2007	131305	ENOCH SINGLETARY	30.00-	CUT OFF FEE WAIVED
<b>TOTAL</b>			<b>\$ (289.00)</b>	

## DISTRICT II ADJUSTMENTS FOR THE MONTH OF DECEMBER

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
12/5/2007	111351	ELLEN ANDERSON	25.00+	MANUAL BILL
12/5/2007	143065	JACQULINE LITTLE	33.00+	MANUAL BILL
12/5/2007	141697.00 98	OTTO MCKENZIE	100.00-	BALANCE TRANSFERRED
12/5/2007	141697.00 97	OTTO MCKENZIE	100.00-	BALANCE TRANSFERRED
12/5/2007	141697.00 96	LISA PRIEST	200.00+	BALANCE TRANSFERRED
12/5/2007	110705	BRENDA BRYAN	72.00-	CUST LEAK
12/5/2007	121635	TERRY CARTRETTE	72.50-	BILLING ERROR
12/13/2007	143055	MAMIE SHIPMAN	506.40-	BILLING ERROR
12/18/2007	120320	WAYLAND OWENS	50.00+	METER TAMPERING
12/31/2007	144345	LORENE MAHONEY	30.00-	CUT OFF FEE WAIVED
12/31/2007	141040	BESSIE DENNIS	30.00-	CUT OFF FEE WAIVED
<b>TOTAL</b>			<b>\$ (1,267.22)</b>	



# DISTRICT II ADJUSTMENTS FOR THE MONTH OF DECEMBER

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
12/1/2007	144045	RICKY LEWIS	53.00+	MANUAL BILL
12/3/2007	110420	WADE WHITE III	400.00-	METER READ WRONG
12/3/2007	134365	KEITH HAYES	25.00-	BILLING ERROR
12/3/2007	142940	JOHN TROY	18.33-	BILLING ERROR
12/3/2007	144220	THADAS WILLIAMS JR	25.00-	BILLING ERROR
12/3/2007	110380	JEFF CARLAND	392.00-	METER READ WRONG
12/4/2007	121630	LOUISE CARTRETTE	19.99-	WATER LEAK
12/4/2007	133240	PORTER SWAMP CHURCH	5.00-	POSTING ERROR
12/4/2007	133240	PORTER SWAMP CHURCH	61.00-	POSTING ERROR
12/4/2007	133250	PORTER SWAMP CHURCH	61.00+	POSTING ERROR
12/5/2007	111351.0098	LISA WALTERS	21.00+	CREDIT REFUNDED
12/5/2007	112170.0096	FLOYD GARRELL	2.00+	CREDIT REFUNDED
12/5/2007	120670.0097	SUMMER WILLIAMS	25.00+	CREDIT REFUNDED
12/5/2007	142940.0098	JOHN TROY	50.00+	CREDIT REFUNDED
12/5/2007	111767.0098	EARL MARSHBURN	25.00+	CREDIT REFUNDED
12/5/2007	141600	OTTO MCKENZIE	45.00+	MANUAL BILL
<b>TOTAL</b>				

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V  
COMBINATION BOARD MEETING  
Monday, February 04 2008  
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**COMMISSIONERS PRESENT:**

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

**APPOINTEES PRESENT:**

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

**MEETING CALLED TO ORDER:**

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**OTHER:****HOOKUP ENCOURAGEMENT:**

Commissioner McKenzie stated the need was ever present to encourage people to continue to hookup to the County water system. This would eliminate the additional taxes for this district the citizens are paying.

**REQUEST for UPDATE:**

Commissioner Bullard requested that Leo Hunt, Interim Finance Director, deliver an update to the Board at the February 18, 2008 Board Meeting on the financial condition of this water district.

**ADJOURNMENT:**

At 7:51 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner Jacobs. The motion unanimously passed.

**APPROVED:**

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

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**JAMES E. PREVATTE, Chairman**

# DISTRICT III ADJUSTMENTS FOR THE MONTH OF NOVEMBER

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
11/2/2007	340378	MCLEAN THOMPSON	24.00-	METER READ WRONG
11/5/2007	341410	DANIEL GOODEN	8.00-	METER READ WRONG
11/6/2007	360060.00 98	BILLY HOOKS	155.00-	METER READ WRONG
11/13/2007	331290	JERRY HEMINGWAY	50.00-	BALANCE TRANSFERRED
11/15/2007	350290.00 97	DONNIE GROOMS	19.17-	BILLING ERROR
11/20/2007	380290.00 94	EAS PROFESSIONALS	45.00+	CREDIT REFENDED
11/20/2007	350530.00 97	HEUSTESS INMAN	25.30+	CREDIT REFENDED
11/20/2007	350290.00 97	DONNIE GROOMS	50.00+	CREDIT REFENDED
11/20/2007	341470.00 98	ROBBIE NORRIS	17.00+	CREDIT REFENDED
11/20/2007	340885.0096	CHRIS POWELL	21.00+	CREDIT REFENDED
11/30/2007	341144	ALBERT & EDNA MOORE	30.00-	CUT OFF FEE WAIVED
<b>TOTAL</b>			<b>\$ (127.87)</b>	

"ATTACHMENT A"  
 February 04, 2008 Meeting, Two (2) Pages

# DISTRICT III ADJUSTMENTS FOR THE MONTH OF DECEMBER

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
12/1/2007	370758	ALFONZA ELLIS	29.00+	MANUAL BILL
12/5/2007	340309.00 97	PAMELA BALDWIN	21.00+	CREDIT REFUNDED
12/5/2007	350860	JAMES HATCHER	29.00+	MANUAL BILL
12/5/2007	360870	BENJAMIN GREEN	25.00+	MANUAL BILL
12/5/2007	380290	AMANDA CLEMMONS	33.00+	MANUAL BILL
12/7/2007	340045	DIANE VITALE	88.00-	METER READ WRONG
12/13/2007	380973	LOTTIE STANLEY	352.00-	BILLING ERROR
12/13/2007	380972	LOTTIE STANLEY	352.00-	BILLING ERROR
12/18/2007	380920.00 97	QUARLES PROP	29.00-	BILLING ERROR
12/18/2007	380920.00 96	FLOYD DAVIS	29.00+	MANUAL BILL
12/18/2007	380920.00 96	FLOYD DAVIS	5.00+	PENALTY ADDED
<b>TOTAL</b>			<b>\$ (650.00)</b>	

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V  
COMBINATION BOARD MEETING  
Monday, February 04, 2008  
7:49 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:**

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

**APPOINTEES PRESENT:**

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

**MEETING CALLED TO ORDER:**

At 7:49 P.M., Chairman Prevatte called the Columbus County Water and Sewer Districts I, II, III , IV and V **Combination** Board Meeting to order.

**Agenda Item 12: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING - APPROVAL of ADJUSTMENTS to WATER BILLS:**

Leroy Sellers, Public Utilities Director, requested Board approval of the following adjustments to the November, 2007 and the December, 2007 monthly water bills

**November, 2007:**

<u>DATE</u>	<u>ACCOUNT #</u>	<u>ACCT NAME</u>	<u>ADJUSTMENT</u>	<u>REASON FOR ADJUSTMENT</u>
11/6/2007	420130	Peggy Coley	(30.00)	Cut Off Fee Waived
<b>TOTAL</b>			<b>(\$30.00)</b>	

**December, 2007:**

<u>DATE</u>	<u>ACCOUNT #</u>	<u>ACCT NAME</u>	<u>ADJUSTMENT</u>	<u>REASON FOR ADJUSTMENT</u>
12/5/2007	420350.00.97	Jackie Dae	29.00	Credit Refunded
12/5/2007	420060.00.98	R. Lee Creekmore	(58.00)	Manual Bill
<b>TOTAL:</b>			<b>(\$29.00)</b>	

Commissioner McKenzie made a motion to approve the adjustments to the monthly water bills for the months of November and December, 2007, seconded by Commissioner Norris. The motion passed unanimously.

**OTHER:**

**COMMENTS by COMMISSIONER JACOBS:**

Commissioner Jacobs stated the following:

1. We are trying diligently to get on line with this water system to get the citizens some potable water;
2. We have had several meetings; **and**
3. As soon as this system becomes feasible with adequate signups, it will be placed into operation.

**ADJOURNMENT:**

At 7:51 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner Jacobs. The motion unanimously passed.

**APPROVED:**

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

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**JAMES E. PREVATTE, Chairman**

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V**  
**COMBINATION BOARD MEETING**  
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**COMMISSIONERS PRESENT:**

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

**APPOINTEES PRESENT:**

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

**MEETING CALLED TO ORDER:**

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**November, 2007:**

<u>DATE</u>	<u>ACCOUNT #</u>	<u>ACCT NAME</u>	<u>ADJUSTMENT</u>	<u>REASON FOR ADJUSTMENT</u>
11/1/2007	703100	Alicia Williams	(20.00)	Meter Read Wrong
11/2/2007	706100	Jason Elliott	(21.00)	Billing Error
11/20/2007	704500.00.98	Timothy Wright	21.00	Credit Refunded
<b>TOTAL</b>			<b>(20.00)</b>	

**December, 2007:**

<u>DATE</u>	<u>ACCOUNT #</u>	<u>ACCT NAME</u>	<u>ADJUSTMENT</u>	<u>REASON FOR ADJUSTMENT</u>
12/3/2007	706100	Jason Elliott	(15.40)	Billing Error
12/5/2007	706100.00.98	Jason Elliott	50.00	Credit Refunded
12/5/2007	703500	Leigh Ann Ward	21.00	Manual Bill
12/11/2007	706400	Ragsddale Allsbrook	(30.00)	Cutt Off Fee Waived
12/13/2007	709500	Lena Todd	(28.00)	Meter Read Wrong
12/18/2007	708600	Debra Cox	100.00	Tap Fee



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12/18/2007	708700	Phil Cox	100.00	Tap Fee
12/20/2007	709700	Robert Fowler	(12.00)	Meter Read Wrong
<b>TOTAL:</b>			<b>\$185.60</b>	

Commissioner McKenzie made a motion to approve the adjustments to the monthly water bills for the months of November and December, 2007, seconded by Commissioner Norris. The motion passed unanimously.

## **ADJOURNMENT:**

At 7:51 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner Jacobs. The motion unanimously passed.

## **APPROVED:**

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

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**JAMES E. PREVATTE, Chairman**

## DISTRICT I ADJUSTMENTS FOR THE MONTH OF DECEMBER

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
12/7/2007	604130.00 97	KEYNA FLOYD	11.29-	POSTING ERROR
12/11/2007	101595	TIMOTHY HOLDEN	58.00-	CUST LEAK
12/14/2007	404540	CARLA FOWLER	80.00-	METER READ WRONG
12/28/2007	403960	ELTON LONG	240.00-	CUST LEAK
<b>TOTAL</b>			<b>\$ (762.30)</b>	

# DISTRICT I ADJUSTMENTS FOR THE MONTH OF NOVEMBER

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
11/2/2007	405125	MICHEAL NOBLES	16.00-	METER READ WRONG
11/5/2007	205590.00 98	ANNIE FAIRLEY	84.00-	BILLING ERROR
11/13/2007	403205.00 96	VANESSA HEMINGWAY	173.30-	BALANCE TRANSFERRED
11/13/2007	204510	VANESSA HEMINGWAY	173.30+	BALANCE TRANSFERRED
11/13/2007	101625.00 96	JEANNA WONG	5.80+	CREDIT REFUNDED
11/13/2007	403205.00 95	KING PHILLIP MCCRAE	45.10-	CREDIT REFUNDED
11/13/2007	100562.00 94	SARAH SPIVEY	29.00+	CREDIT REFUNDED
11/14/2007	401760	TRAVIS WRIGHT	54.00-	CUST LEAK
11/15/2007	200600.00 97	ROSA LUVIANO	21.00+	BALANCE TRANSFERRED
11/15/2007	200610	ROSA LUVIANO	21.00-	BALANCE TRANSFERRED
11/20/2007	203030.00 97	DOUG HOUSE	12.30+	CREDIT REFUNDED
11/20/2007	202050.00 96	GABRIELLE FIN	29.90+	CREDIT REFUNDED
11/20/2007	101540	ANNIE THOMPkins	5.00-	PENALTY WAIVED
11/26/2007	203150	INUCE HUNTER	50.00+	METER TAMPERING
11/26/2007	204510	VANESSA HEMINGWAY	50.00+	METER TAMPERING
11/26/2007	400810	SARAH SPIVEY	50.00+	METER TAMPERING
11/26/2007	101540	ANNIE THOMPkins	25.00+	DISCONNECT FEE

February 04, 2008 Meeting, Four (4) Pages

"ATTACHMENT A"

# DISTRICT I ADJUSTMENTS FOR THE MONTH OF NOVEMBER

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
11/27/2007	202085	DELORIS& ALEXIS WILLIAMS	30.00-	WAIVED CUT OFF FEE
	603515	GERALD STACKHOUSE	30.00-	WAIVED CUT OFF FEE
	207900	SYVETTA SPAIHN	30.00-	WAIVED CUT OFF FEE
	600310	WILLIE SMITH	50.00+	SERVICE CALL
	101370.00 98	GREG CLEMMONS	412.00-	HIGH READING
<b>TOTAL</b>			<b>\$ (404.10)</b>	