

## COLUMBUS COUNTY BOARD OF COMMISSIONERS

February 16, 2009

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**  
 Ricky Bullard, **Vice Chairman**  
 Amon E. McKenzie  
 Giles E. Byrd  
 Edwin Russ  
 Lynwood Norris  
 Ronald Gore

**APPOINTEES PRESENT:**

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

**6:30 P.M.**

**PUBLIC HEARING - Proposed Columbus County Community Transportation Program**

**Application:** the purpose of this Public Hearing is to receive public comments, either written or oral, on the application to be submitted to the North Carolina Department of Transportation no later than March 31, 2009.

**PUBLIC HEARING CALLED TO ORDER:**

At 6:30 P.M., Chairman Prevatte called the Public Hearing to order and requested Charles Patton to present the relative details to the public. Mr. Patton stated the following:

1. The is the annual grant we receive from the state;
2. This Public Hearing provides the public the right to have input;
3. The grant is for administrative and capital costs; **and**
4. This grant requires no money from the County.

**COMMENTS:**

No comments were received either orally or written.

**PUBLIC HEARING CLOSED:**

At 6:33 P.M., Commissioner Norris made a motion to close the Public Hearing, seconded by Vice Chairman Bullard. The motion unanimously passed.

**REGULAR SESSION:**

**Agenda Items #1, #2 and #3:** **MEETING CALLED to ORDER, INVOCATION and PLEDGE of ALLEGIANCE :**

At 6:33 P.M., Chairman James E. Prevatte called the February 16, 2009 Columbus County Board of Commissioners Regular Session Meeting to order. The invocation was delivered by Commissioner Ronald Gore. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Vice Chairman Bullard.

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

Commissioner McKenzie made a motion to approve the February 02, 2009 Regular Session Board Meeting Minutes, as recorded, seconded by Commissioner Norris. The motion unanimously passed.

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

No comments were received, either orally or written.

**Agenda Item #6: CDBG # 08-C-1819 SCATTERED SITE PROGRAM - APPROVAL of RECIPIENT'S PLAN to FURTHER FAIR HOUSING:**

Floyd Adams and/or Tammy Jones, The Adams Company, Incorporated, requested Board approval of the following Recipient's Plan to Further Fair Housing.

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

**Grantee:** Columbus County

**Grantee's Address:** 111 Washington Street, Whiteville, NC 28472

**Contact Person:** Natalie Carroll

**Telephone Number:** 910-640-6600

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

First Time      X

- II. Identify and analyze obstacles to affirmatively furthering fair housing in grantee's community.

Upon an initial investigation by the program administrator, the primary obstacle to fair housing in Columbus County is the lack of knowledge and awareness by the citizens with regards to Title VIII regulations.

- III. Briefly describe the activities that the grantee will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule for implementation of these activities must be included. Activities must be scheduled for implementation at least on a quarterly basis.

1. The County will publish a newspaper article in the local newspaper to inform the public of Columbus County 2008 CDBG and to promote Fair Housing to the community. The article will inform the public that information concerning Fair Housing is available at the County Administration office, and if they have any questions or comments about Fair Housing to contact the County Manager. (Time: 1<sup>st</sup> Quarter - 1/09 - 3/09)
2. Pamphlets will be distributed to local realtors, financial institutions, and target area residents. In addition, the pamphlets will be made available as a handout to the general public at the County Administration office. (Time: 2<sup>nd</sup> Quarter - 4/09 - 6/09)
3. The County will publish a newspaper article concerning fair housing in the local newspaper. The article will include the county's complaint procedure. (Time: 3<sup>rd</sup> Quarter - 7/09 - 0/09)
4. The County will re-distribute pamphlets to local Realtors, financial institutions and target area residents. (Time: 6<sup>th</sup> Quarter - 10/09 - 12/09)
5. The County will publish a newspaper article promoting fair housing in the local newspaper. The article will inform the public that information concerning Fair Housing is available in the County Administration office. (Time: 3<sup>rd</sup> Quarter - 1/10 - 3/10)
6. The County will re-distribute pamphlets to local Realtors, financial institutions and target area residents. (Time: 6<sup>th</sup> Quarter - 4/10 -6/10)
7. The County will publish in the local newspaper their fair housing complaint procedure. (Time: 7<sup>th</sup> Quarter - 7/10 - 9/10)
8. The County will obtain fair housing related posters and distribute to local businesses. (Time: 8<sup>th</sup> Quarter - 10/10 - 12/10)

- IV. Will the above activities apply to the total municipality or county?

Yes

- V. Describe grantee's method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the grantee informs the public about the complaint procedures.

In the process of promoting fair housing, Columbus County shall assist anyone wishing to

file a housing discrimination complaint. Persons wishing to register or file a claim may do so by contacting the County Manager at the Administration Office or by calling (TDD: 1-800-735-2962). The Manager will be available to the complainant for any assistance needed in order to answer questions related to the grievance or to assist with resolving the concern. If resolution cannot be reached on the local level, the County Manager will be available to assist in completing the filing of the complaint with the N.C. Human Relations Commission at 121 W. Jones Street, Raleigh, N.C. 27603-1368. The County shall respond to all complaints or requests for assistance within ten (10) days.

The County will post this Fair Housing Complaint Procedure on the public notice board in the County Administration office. In addition, this procedure shall be advertised in the locally distributed newspaper.

(SEAL)

**APPROVED:**

/s/ **JAMES E. PREVATTE**

**February 16, 2009**

In Mr. Adam's stead, William S. Clark, County Manager, stated this document was required by the State for this grant.

Commissioner Norris made a motion to approve the Recipients's Plan to Further Fair Housing for the CDBG # 08-C-1819 Scattered Site Program, seconded by Commissioner McKenzie. The motion unanimously passed.

**Agenda Item #7: PRESENTATION - MENTAL HEALTH REFORM:**

Sharen Prevatte, Area Director and CEO of Southeastern Regional Mental Health, Developmental Disabilities and Substance Abuse Services, delivered the following update to the Board.

1. This is the update for the second quarter of FY 2008-2009;
2. From 10-01-2008 to 12-31-2008, there were 333 consumers residing in Columbus County screened for appointments with providers for mental health, developmental disabilities and substance abuse services by our triage staff;
3. Of these 333 Columbus County screenings, there were 203 adults and 130 children;
4. During this period of time, there were 41 Adult Admissions and 35 discharges to State Operated Facilities from our four (4) county population;
5. There were 115 admissions from our four (4) counties to the Psychiatric Inpatient Unit at Southeastern Regional Medial Center;
6. Southeastern Regional Mobile Crisis Team served 35 consumers from Columbus County;
7. Tanglewood Arbor Facility Based Crisis Unit serviced eight (8) consumers during this time frame from Columbus County;
8. I will be bringing this information to you quarterly and then the totals at the end of the year;
9. We will be holding Stakeholders' Meetings twice a year;
10. We are in the process of doing a Needs Assessment;
11. There are six (6) Law Enforcement officers who will receive training in Columbus County through the Crisis Intervention Team which Kathy Baker is in charge;
12. We have received a State Incentive Grant due to the high rate of deaths from Substance Abuse cases;
13. We are accessible 24/7 and 365 days per year;
14. We have received a 3 to 3 ½% reduction in funding for Administrative activities and will probably receive a second reduction this physical year; **and**
15. Chairman Prevatte is on our Finance Committee and we are proud to say that we are finally operating in the black.

**Agenda Item #8: PRESENTATION - COLUMBUS COUNTY ALLIANCE for ENTREPRENEURSHIP:**

Kim Pevia, Regional Consultant, Southeast Entrepreneurship Alliance, presented the following information on the Columbus County Alliance for Entrepreneurship.

1. About three (3) years ago, several people who support entrepreneurship went to the State to talk about funding entrepreneurship in rural North Carolina and through grants;
2. It was determined that it was needed in rural North Carolina;

3. About a year ago, five (5) counties, Bladen, Columbus, Hoke, Robeson and Scotland applied for a grant on a State level and were granted the funds with a matching grant, through the North Carolina General Assembly, as well as the University of Pembroke to hire me to coordinate those efforts of entrepreneurship;
4. We believe this is a viable and necessary component to economic development;
5. We meet on a regional level every month, and on the third Monday, we have been meeting at the North Carolina Museum of Forestry;
6. We need to educate, support and stir those who are seeking entrepreneurship; and make sure they have the technical training and the necessary funds;
7. We need the local government to create a culture that is very supportive of this;
8. We are here to be partner in the K-12 Program where we enter the financial literacy into the schools and help them understand how they can take these trades with them and make a business out of them, and how to be productive;
9. We are aligning ourselves with the Small Business and Technical Development Centers, to provide education;
10. We are aligned with the University of North Carolina systems and the Small Business centers at the community colleges;
11. We are hoping to develop an Entrepreneurship Curriculum in the Cape Fear Development working with the GPI;
12. We are working with the General Assembly;
13. Our regional partners are the North Carolina Indian Economic Development Initiative, as well as working with the economic developers in the area and the Grant Regional Task Force;
14. The funding that came through is not additional funding for businesses, it is to help coordinate the efforts that are already happening;
15. My function is a one-stop shop;
16. Our next meeting is on March 16, 2009, at 1:00 P.M., at the North Carolina Museum of Forestry; **and**
17. I meet on regional and State levels and bring this information to the counties.

**Agenda Item #9: PRESENTATION - EVERGREEN BEHAVIORAL'S AID to LAW ENFORCEMENT ISSUES:**

Ginger Gore and staff from Evergreen Behavioral Services delivered the following presentation to the Board on the potential benefits they can provide to the County.

1. We work in the grass-roots of the county delivering crisis services;
2. We have sixty-eight (68) employees in Columbus Country and our staff in Wilmington is larger and our staff in Fayetteville is huge;
3. We work with Sharen Prevatte with Southeastern Regional Mental Health;
4. We were chosen to do crisis management;
5. Sharen does the primary and we do secondary;
6. We have a dispatch system and we have one (1) hour to be in the home;
7. We are so mobile in the seven to eight (7-8) county area that we are in the home within forty-five (45) minutes;
8. We are the only company in southeastern North Carolina, with the exception of Sharen, that has psychiatrists;
9. Our service is to keep people out of hospitals;
10. Our money comes from insurance, Medicare/Medicaid and Southeastern Mental Health;
11. We have 7,000 - 8,000 consumers;
12. We do not call the Sheriff's Department unless it is absolutely necessary; **and**
13. We bring jobs to the County and we bring revenue to the County;

Brent Valance, a member of Evergreen Behavioral's staff, stated the following:

1. We run a mobile service;
2. Our main objective is the prevention of people going to the hospital;
3. We have psychiatrists on call twenty-four (24) hours a day;
4. We try to de-escalate the crisis and link these people to another service whenever possible; **and**
5. We try to convince these people to agree to voluntary commitment in lieu of going to the hospital.

**Agenda Item #10: PRESENTATION - PROPERTY TAXES:**

Ken Thomas, President of Whiteville Rentals, would like to make a presentation on property taxes.

Chairman Prevatte stated that Mr. Thomas would not be present at this meeting to speak.

**Agenda Item #11: PROCLAMATION - PROCLAMATION of RECOGNITION to COLUMBUS COUNTY TEEN COURT PROGRAM for TENTH ANNIVERSARY:**

Sylvia Patton, Program Coordinator, Columbus County Teen Services, requested Board approval and adoption of the following Proclamation of Recognition to Columbus County Teen Court Program for Tenth Anniversary.

**PROCLAMATION of RECOGNITION to  
COLUMBUS COUNTY TEEN COURT PROGRAM  
for TENTH ANNIVERSARY**

**WHEREAS**, within the population of Columbus County, our youth are facing the many challenges of our ever-changing world; **and**

**WHEREAS**, to accompany the various challenges our youth are dealing with is the biological changing of their body as it leaves childhood and matures into adolescence, and if time permits, adulthood; **and**

**WHEREAS**, during this period that our youth are dealing with these various changes in their lives, is the very important decision on what career they will choose for their livelihood, and the rest of their physical lives; **and**

**WHEREAS**, among the youth populace, we have many that do not have the solid family setting to provide them with the much-needed guidance and support that will enable them to make sound and beneficial decisions that could impact the rest of their lives; **and**

**WHEREAS**, a partnership program, between the Juvenile Crime Prevention Council and the District Attorney's Office, has been established for the benefit of our youth who have fallen prey to a detrimental decision or influence in their lives; **and**

**WHEREAS**, the **COLUMBUS COUNTY TEEN COURT PROGRAM** provides our youth with a positive and constructive alternative to traditional juvenile justice procedures, and has performed this service since February 1999; **and**

**WHEREAS**, eighty-five (85%) percent of the students completing this program have not returned to the court system; **and**

**WHEREAS**, this program is celebrating its tenth year anniversary with many success stories to tell.

**NOW, THEREFORE, BE IT PROCLAIMED** that the **Columbus County Board of Commissioners** proudly presents this **Proclamation of Recognition** to the **COLUMBUS COUNTY TEEN COURT PROGRAM** for their tenth year anniversary, and the time and efforts they have expended in helping our youth to have a sound and productive future.

**APPROVED and ADOPTED** this the 16<sup>th</sup> day of February, 2009.

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**

/s/ JAMES E. PREVATTE, Chairman, District II

**ATTESTED BY:**

/s/ JUNE B. HALL, Clerk to Board

**AMON E. McKENZIE**, District I  
**GILES E. (BUDDY) BYRD**, District III  
**EDWIN RUSS**, District IV

**LYNWOOD NORRIS**, District V  
**RICKY BULLARD**, District VI  
**RONALD GORE**, District VII

Commissioner McKenzie made a motion to approve the Proclamation of Recognition to Columbus County Teen Court Program for Tenth Anniversary, seconded by Commissioner Byrd. The motion unanimously passed.

**Agenda Item #12: PUBLIC TRANSPORTATION - NORTH CAROLINA DEPARTMENT of TRANSPORTATION GRANT RESOLUTION and ASSOCIATED DOCUMENTS:**

Charles Patton, Transportation Director, requested the Board to approve and authorize the Chairman to sign the following Community Transportation Program Resolution, and all related documents. (The required Public Hearing was conducted at the beginning of this meeting.

**COMMUNITY TRANSPORTATION PROGRAM RESOLUTION  
Section 5311  
FY 2009 - FY 2010 RESOLUTION**

Applicant seeking permission to apply for Community Transportation Program funding, enter into agreement with the North Carolina Department of Transportation and to provide the necessary assurances.

A motion was made by Commissioner Amon E. McKenzie and seconded by Commissioner Lynwood Norris for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; **and**

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; **and**

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); **and**

WHEREAS, Columbus County hereby assures and certifies that it will comply with the federal and state Statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements which relates to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U.S.C.

NOW, THEREFORE, be it resolved that the Chairman, Columbus County Commissioners of Columbus County is hereby authorized to submit a grant application for federal and state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I, June B. Hall, Clerk to Board, to hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Columbus County Commissioners duly held on the 16<sup>th</sup> day of February, 2009.

/s/ **JUNE B. HALL**

Seal, Subscribed and Sworn to me 02/17/2009.

/s/ **PAULETTE A. VARNAM**  
(Notary Public)  
111 Washington Street  
Whiteville, NC 28472

**(SEAL)**

My Commission Expires: 08/18/2012

Commissioner McKenzie made a motion to approve and authorize the Chairman to sign the Community Transportation Program Resolution, and all related documents for the grant application for federal and state funding, seconded by Commissioner Norris. The motion unanimously passed. A copy of the related documents will be marked as Exhibit "A", and kept on file in Minute Book Attachments, Book Number 3, for review.

**Agenda Item #13: RESOLUTION - RESOLUTION BY COLUMBUS COUNTY BOARD of COMMISSIONERS IMPOSING a GROSS RECEIPTS TAX on HEAVY EQUIPMENT in LIEU of PROPERTY TAX:**

Richard Gore, Tax Administrator, requested Board approval and adoption of the following Resolution by Columbus County Board of Commissioners Imposing a Gross Receipts Tax on Heavy Equipment in Lieu of Property Tax. (This matter was tabled at the February 02, 2009 Meeting.)

**RESOLUTION BY COLUMBUS COUNTY BOARD OF COMMISSIONERS  
IMPOSING A GROSS RECEIPTS TAX ON  
HEAVY EQUIPMENT IN LIEU OF PROPERTY TAX**

Pursuant to North Carolina General Statute 105-275(42a) and S.L. 2008-144, attached hereto and incorporated herein by reference, the Columbus County Board of Commissioners does hereby adopt the following Resolution:

**WHEREAS**, North Carolina General Statute 104-275(42a) designates Heavy Equipment on which a gross receipts tax may be imposed under 153A-156.1, attached hereto and incorporated herein by reference, and 160A-215.2 as a special class of property which is exempted from property taxation and shall not be listed, appraised, assessed or taxed after January 1, 2009; **and**

**WHEREAS**, in lieu thereof, North Carolina General Statute 153A-156.1 authorizes a county by resolution to impose a tax at the rate of one and two-tenths percent (1.2%) on the gross receipts from the short-term lease or rental of heavy equipment by a person whose principal business is the short-term lease or rental of heavy equipment at retail; **and**

**WHEREAS**, this tax provides an alternative to a property tax on the equipment.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that a tax of one and two-tenths percent (1.2%) on the gross receipts from the short-term lease or rental of heavy equipment by a person whose principal business is the short-term lease or rental of heavy equipment at retail is imposed pursuant to 153A-156.1 in lieu of the personal property tax. This Resolution shall be effective July 01, 2009.

**ADOPTED** this the 2<sup>nd</sup> day of February, 2009.

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**JAMES E. PREVATTE, Chairman**  
**ATTESTED BY:**

\_\_\_\_\_  
**JUNE B. HALL, Clerk to the Board**

Vice Chairman Bullard made a motion to not approve the Resolution by Columbus County Board of Commissioners Imposing a Gross Receipts Tax on Heavy Equipment in Lieu of Property Tax, seconded by Commissioner Gore. The motion unanimously passed.

**Agenda Item #14: ECONOMIC DEVELOPMENT COMMISSION - APPROVAL of BYLAWS for the COLUMBUS COUNTY ECONOMIC DEVELOPMENT COMMISSION:**

Justin Smith, Economic Development Director, requested Board approval of the following Bylaws for the Columbus County Economic Development Commission.

**BY LAWS  
OF THE  
COLUMBUS COUNTY ECONOMIC DEVELOPMENT COMMISSION**

**ARTICLE I – PURPOSE**

The Columbus County Economic Development Commission (herein referred to as “the Commission”) is established and appointed by the Columbus County Board of Commissioners for the following purposes:

**Section 1.:** The Commission is the official sanctioned entity charged with developing goals, strategies and objectives relevant to the economic prosperity of Columbus County, North Carolina.

**Section 2.:** The Commission shall formulate economic development policy for Columbus County and submit to the Columbus County Commissioners for approval of policy.

## ARTICLE II -- MEMBERSHIP

**Section 1. Board Membership:** The make-up of the Commission shall consist of resident citizens of Columbus County.

**Section 2. Number:** The Commission shall be comprised of nine voting members. One Commission member shall be appointed by each member of the Board of Commissioners. One Commission member shall be appointed by the Board of Commissioners at-large. One Commission member shall be a Commissioner appointed by the Board of Commissioners.

There shall also be two non-voting members on the Commission, as follows:

- The Columbus County Manager shall serve as a non-voting ex-officio member of the Commission for the length of employment as County Manager.
- The Columbus County Economic Development Commission Director shall serve as a non-voting ex-officio member for the length of employment as Director.

**Section 3. Term:** The Columbus County Board of Commissioners shall appoint Commission members. Commission members shall serve terms of three years or until a replacement has been appointed.

**Section 4. Removal:** The Columbus County Board of Commissioners may remove a member of the Commission if they miss two meetings in succession without a valid excuse, or if their personal conduct or moral behavior is not in the best interest of the county. Notwithstanding Section 3, the members shall serve at the pleasure of the Board of Commissioners, who may remove a member with or without cause.

**Section 5. Compensation:** No Commission member shall receive compensation for any service rendered to the Columbus County Economic Commission, however, they may be reimbursed for actual expenses incurred and approved by the Chairman.

## ARTICLE III -- MEETINGS

**Section 1. Number:** The Commission shall meet bi-monthly and at other times when a meeting is called by the Chairman, Director of the Columbus County Economic Development Commission, or a majority of Commission members. The first meeting in March of each year shall be designated as the annual meeting, and at this time officers shall be elected.

**Section 2. Quorum:** A simple majority of the voting members is required for the purposes of constituting a quorum.

**Section 3. Location and Meeting Time:** Meetings of the Commission shall be held at a place and time to be determined by the Director of the Columbus County Economic Development Commission or a majority vote of the Economic Development Commission members.

**Section 4. Notice:** Written notice shall be delivered to each Commission member not less than Five business (5) days before the date of a meeting, either personally, by facsimile or by mail (notwithstanding emergency meetings). Meeting agendas are recommended, but not required, in order for meetings to be held.

**Section 5. Public Meetings:** The Commission shall comply at all times with the Open Meetings Law. (N.C.G.S. § 143-318.10)

## ARTICLE IV – OFFICERS AND COMMITTEES

**Section 1. Number:** The officers of the Economic Development Commission shall consist of the following: (1) Chairman; and (2) Vice-Chairman. In addition, the Commission may elect other officers from time to time. Each officer of the Commission shall be elected annually by the Commission members at the March meeting of the Commission.



**Section 2. Chairman:** The Chairman shall be the executive officer of the Columbus County Economic Development Commission and shall supervise and administer the affairs of the Commission.

**Section 3. Vice-Chairman:** The Vice-Chairman shall perform all duties and exercise all powers of the Chairman in the Chairman's absence.

**Section 4. Secretary:** The Commission Director or the Director's designee shall serve as Secretary for the Commission and shall keep the minutes of all meetings, give notices of the meetings of the Commission as required by law, and shall be the custodian of the Commission's records.

**Section 5. Committees:** The Commission through its chairman may appoint committees as deemed necessary to assist the Commission in furthering its purpose and objectives.

#### **ARTICLE V -- OPERATIONS**

**Section 1. Fiscal Year:** The fiscal year of the Commission shall be July 1 to June 30 of each year, concurrent with the fiscal year of the County of Columbus.

**Section 2. Books and Records:** The Columbus County Finance Office shall maintain current and complete books and all records of accounts according to G.S. 159 of the Budget and Fiscal Control Act.

**Section 3. Personnel:** All personnel actions shall follow the County of Columbus's Personnel Resolution.

**Section 4. Compliance:** The Commission shall at all times endeavor to operate the programs of the Columbus County Economic Development Commission in compliance with all city, county, state, and federal laws, ordinances, rules and regulations.

**Section 5. Contracts:** The Commission or its members shall have no authority to make binding contractual agreements on behalf of the Columbus County Economic Development Commission or Columbus County.

#### **ARTICLE VI -- AMENDMENTS**

These bylaws may be amended at a regular meeting of the Columbus County Economic Development Commission by a majority vote of a quorum of the Commission members present provided that (10) days prior notice has been given to the members of the proposed amendment and subject to final approval by the Columbus County Board of Commissioners.

**IN WITNESS WHEREOF**, these bylaws were adopted this 16<sup>th</sup> day of February, 2009.

/s/ **JAMES E. PREVATTE**  
Chairman, Columbus County Board of Commissioners

/s/ **JUNE B. HALL**  
Clerk to the Columbus County Board of Commissioners

Mr. Smith stated the following:

1. No bylaws could be located for the Economic Development Commission;
2. Due to the need for the bylaws, the Economic Development Commission formed a committee to create a set of bylaws;
3. These bylaws were presented to the Economic Development Commission and approved; **and**
4. The Economic Development Commission is presenting these bylaws to the Board of Commissioners for approval.

Commissioner Byrd made a motion to approve the By-Laws of the Columbus County Economic Development Commission, seconded by Commissioner Russ. The motion unanimously passed.

**Agenda Item #15: ECONOMIC DEVELOPMENT COMMISSION - APPROVAL of BRUNSWICK-COLUMBUS INTERNATIONAL PARK INTERLOCAL AGREEMENT:**

Justin Smith, Economic Development Director, requested Board approval of the following Brunswick-Columbus International Park Interlocal Agreement.

**INTERLOCAL DEVELOPMENT AGREEMENT  
FOR BRUNSWICK-COLUMBUS BUSINESS PARKS**

THIS INTERLOCAL DEVELOPMENT AGREEMENT FOR BRUNSWICK-COLUMBUS BUSINESS PARKS (the "Agreement") is dated as of \_\_\_\_\_, 2009, and is by and among BRUNSWICK COUNTY, NORTH CAROLINA ("Brunswick"), COLUMBUS COUNTY, NORTH CAROLINA ("Columbus"), and BRUNSWICK-COLUMBUS INTERNATIONAL PARK, INC., a North Carolina nonprofit corporation (the "Nonprofit"), with all of the above being jointly referred to as the "Parties" to this Agreement.

WHEREAS --

The counties that are Parties to this Agreement have engaged in a long process to produce a joint effort toward enhanced economic development in their region. This instrument sets forth their agreement to work together, and with the Nonprofit, toward the development of multiple business parks in the region, and to share the burdens and benefits of this joint undertaking.

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined will have the meanings set forth in Exhibit A.

THEREFORE, based upon the foregoing and the mutual covenants herein contained, the Parties, both jointly and severally, agree as follows:

**ARTICLE I**

**BUSINESS PARK ACQUISITION AND DEVELOPMENT**

**1. Parties To Cooperate.** The Parties will cooperate in the acquisition and development of an Initial Business Park at the Initial Site in accordance with the terms and conditions of this Agreement. The Initial Site is as described in Exhibit B. Additionally, the Parties may cooperate to jointly acquire and develop Subsequent Sites and Business Parks, also to be governed by this Agreement. Should the parties determine and agree to acquire one or more Subsequent Site(s) and develop such Site(s) into one or more Subsequent Business Park(s), description(s) of such Subsequent Site(s) shall be included in Exhibit B.

**2. Initial Development; Developer.** Development duties and obligations, as to any Business Park project such as contracting for and developing a Master Plan, management and maintenance of the Business Park, may be the duty of and carried out by the Nonprofit and the Counties in cooperation with each other, the Nonprofit, or by one or more private developers pursuant to a development agreement between and among the private developer(s), and the Nonprofit and/or the Counties. It is the intention of the parties and the parties agree that the Initial Business Park is to be primarily developed by one or more private developers.

**3. Subsequent Development - Nonprofit To Provide for Park Development; Master Plans.** Notwithstanding the development of the Initial or Subsequent Business Parks by one or more private developers, should Subsequent Business Parks be developed by the Parties, then the Nonprofit will work in good faith and with due diligence, consistent with financial limitations, to provide for the development of each Business Park in accordance with this Agreement and in continuing consultations with the Counties.

The Nonprofit will, in its discretion, contract for a Master Plan concerning each Business Park and for any other parcels of real property that the Parties agree to include. Each Master Plan will include detailed development plans, estimated budgets for development, information on proposed sources of funding and proposals for the timing of development.

The Nonprofit may pursue any approach to the acquisition and development of a Site and Business Park that it deems advantageous. The approach to acquisition and development may differ from project to project, and may vary as between different parcels within a single Business Park. It is the overriding intent and desire of the Counties that all Business Parks be controlled, preserved and developed for business and industrial development for the mutual benefit of the Counties' citizens, without regard or preference for a particular means for organizing and carrying out that development.

By way of illustration (and not limitation), among the approaches to property acquisition and site development that the Nonprofit shall consider are the following:

- (a) The outright acquisition of property for subsequent development, sale or lease to private interests;
- (b) Obtaining long-term options or rights of first refusal on property;
- (c) Joint development agreements between the Nonprofit, any County, an existing property owner or one or more private developers, or any combination of such Parties;
- (d) Deferred payment acquisition arrangements, whereby the Nonprofit would acquire title to property, with the former owner retaining some interest in future appreciation of the property;
- (e) Cooperating with a County involved in this project for the County to acquire and/or develop a site or for that County to share in these efforts; and
- (f) Working with one or more private developers to acquire and/or develop one or more Business Parks through a development agreement with such private entities.

**4. Subsequent Development – Minimum size of project.** Any Subsequent Sites and Business Parks that are developed jointly by the parties pursuant to this agreement must be comprised of at least one hundred (100) acres suitable for development.

**5. Nonprofit’s Obligations.**

(a) The Non-Profit shall cooperate fully with any private developer and the Counties to obtain grants to secure water and sanitary sewer utilities to and within any Sites.

(b) As to any Subsequent Business Parks, should it be determined that the Nonprofit will develop those Business Parks, it will have on-going responsibility for the development, management, maintenance and operation of each Subsequent Business Park project.

(c) In carrying out its obligations to develop any additional Business Parks, and without intending to limit the Nonprofit’s authority as provided in this section, the Nonprofit is expressly authorized to carry out the following activities in its discretion:

- (i) Acquire options or enter into other contracts to purchase any Sites or any interest therein.
- (ii) Conduct all reasonably necessary soil and/or environmental tests, soil compaction and suitability tests, land surveys, title examinations and all other due diligence activities reasonably necessary or convenient for the purpose of determining the feasibility for development or best development plan for a Business Park.
- (iii) Acquire title to Sites, and sell or otherwise transfer ownership of parcels within Sites.
- (iv) Survey, layout and plan Sites for development as Business Parks.
- (v) Issue contracts for or otherwise secure the construction and development of the Business Parks, including, among other things, providing for the extension of water, sanitary sewer, gas, electricity, telephone, internet service and other utilities and public services reasonably necessary to insure the success of all Business Parks.
- (vi) Subject Business Parks to reasonable restrictions, covenants and other limitations governing the use of property and/or establishing a property owner's association to manage the affairs of the Business Parks, or otherwise provide for a system of assessments to provide for future maintenance of the common areas and amenities within the Business Parks.
- (vii) Execute and issue all sales contracts, deeds, deeds of trust, mortgages, financing instruments, installment sales and purchase agreements, and all other legal instruments necessary in order to accomplish the purposes of this Agreement, specifically including the pledge or assignment of any revenues payable to or for the benefit of the Nonprofit under this Agreement.
- (viii) Enter into agreements with private development concerns for the cooperative

development of any Site or any portion of any Site.

- (ix) Do any other act or take any other action reasonably required in order to carry out the purposes of this Agreement.

(d) Each County Economic Developer will retain primary responsibility to market the Business Parks that are within his County. Provided however that the County Economic Developers will communicate regularly and cooperate fully in the marketing of all Business Parks, for the mutual benefit of the citizens of both Counties. The Nonprofit will work to encourage the Parties in joint marketing of the Business Parks and may, within its budgeted resources, engage in marketing activities that promote the Business Parks and any Subsequent Sites on a collective basis, such marketing to be conducted through and in cooperation with the Counties' economic development programs.

## ARTICLE II

### COLLECTION AND DISBURSEMENT OF REVENUES

**1. Initial Site;** The Parties do not anticipate the Nonprofit collecting or distributing funds with respect to the development of the Initial Business Park, and may agree that the Nonprofit will not collect or distribute funds with respect to the development of Subsequent Business Parks. In this event, the Counties shall reconcile amounts due and make payments which would be required by Section 4 below directly from one County to the other County. Such reconciliations and payments shall be made on or before January 15 of the year following the year in which Incremental Tax Receipts which creates payment obligations under the Agreement are due and payable. Any reconciliation and payment made pursuant to this Article shall be accompanied by an accounting of any delinquent taxes due for real and personal property located within the Business Park(s) at the time such reconciliation is made. The Counties shall have thirty (30) days from the receipt of delinquent taxes on real and personal property located within the Business Park(s) to submit a reconciliation and payment under this Article.

Only tax receipts actually received and collected, reduced by any specific collection costs (but not reduced by any general expenses of tax collection), shall be considered to be Incremental Tax Receipts upon which the amounts of such contractually obligated payments shall be based. The parties acknowledge that neither the Non-profit nor any County makes any guarantee or representation concerning the actual collection of taxes attributable to property listed in the Business Park(s), or as to the timeliness of such collection.

**2. Creation and Maintenance of Revenue Fund; Other Funds.** Should the Parties deem it necessary as to any Subsequent Business Park project, in accordance with the provisions of Section 158-7.4 of the General Statutes, the Nonprofit may establish and maintain a separate bank account, separate and apart from all other Nonprofit funds, to be known as the "Revenue Fund."

The Nonprofit may establish such other funds and accounts, including such other separate bank and investment accounts, as it may determine in its discretion.

If the parties determine, as to a Subsequent Business Park project, that funds will be paid into, managed by and disbursed from the Nonprofit, the Nonprofit must deposit into the Revenue Fund (a) net land sale proceeds, as provided for in Section 3 below, (b) contractually obligated payments based on Incremental Tax Receipts, as provided for in Section 4 below, and © all other funds that come into the possession of the Nonprofit, except as follows:

- (i) The Nonprofit shall not deposit into the Revenue Fund any amounts received as appropriations from the General Assembly of the State of North Carolina;
- (ii) The Nonprofit shall not deposit into the Revenue Fund any amounts received as grants, governmental appropriations (in each case, other than from the Counties) or other third-party payments which by the terms of the transfer restrict the use of funds to capital costs or direct expenses of the Nonprofit;
- (iii) The Nonprofit shall not deposit into the Revenue Fund any amounts received as County payments toward Debt Service or the annual Capital Budgets and O&M Budgets, as provided for in Article III; and
- (iv) The Nonprofit shall not deposit in the Revenue Fund any other amount so excluded by Supermajority Approval.

The Nonprofit shall use amounts on deposit from time to time in the Revenue Fund only for the purposes described in this Agreement. Amounts on deposit from time to time in the Revenue Fund will be invested in the Nonprofit's discretion.

The Parties acknowledge that the Nonprofit may grant a security interest in amounts on deposit in the Revenue Fund from time to time to secure its obligations under Loan Agreements.

The Nonprofit will provide for a report of all deposits to and disbursements from the Revenue Fund to be provided to each of the Counties not less frequently than annually. Any County may at any time request an interim report of such deposits and disbursements, but the County making the request must pay any cost related to providing the requested report.

**3. Net land sale proceeds into the Revenue Fund.** The Nonprofit must deposit the net sales proceeds from any sale of any portion of any Subsequent Business Park into the Revenue Fund. For purposes of this Agreement, "net sales proceeds" means the sales price of any particular lot or parcel of real estate less the actual, direct costs of selling the property to the buyer, and the amount of any loan or contract payment that must be paid in order to obtain clear title to the property sold.

The Nonprofit may determine the sales price, sales terms and purchaser of all or any portion of any Subsequent Business Park. The Nonprofit may make these determinations in its discretion, but will in good faith consult with the Counties prior to any such disposition of property.

**4. Contractual payments based on Incremental Tax Receipts.** Each County shall be contractually obligated to make payments as provided for in this Section in amounts equal to the Incremental Tax and Receipts on real and personal property located in the Initial or Subsequent Business Parks, pursuant to this Agreement. Payments related to the Initial Business Park shall be based upon the amounts of Incremental Tax Receipts for the Initial Business Park, and reconciled and paid from one County to the other County directly, without such funds being paid into and out of the Revenue Fund of the Nonprofit.

As to Subsequent Business Parks, such contractual payments based upon the amounts of Incremental Tax Receipts may be paid directly from one County to the other County, or may be paid into and disbursed from the Revenue Fund of the Nonprofit, as described in this Agreement. The parties shall elect the method of payment at the time of acquisition of any Subsequent Business Parks. Such contractually obligated payments may be paid by either County from any fund source the Board of that County may choose, but the amounts of such contractually obligated payments shall be determined based upon the amounts of Incremental Tax Receipts. This Section shall not apply to any business or industrial properties owned or developed by either of the Counties, which are not a part of the Business Park(s) covered by this Agreement. Any such payments pursuant to this Section shall be made no later than January 15 of the year following the year in which such Incremental Tax Receipts are due and payable. Any payment made pursuant to this section of Article II shall be accompanied by an accounting of any delinquent taxes due for real and personal property located within the Business Park(s) at the time such payment is made. The Counties shall have thirty (30) days from the receipt of delinquent taxes on real and personal property located within the Business Park(s) to submit a reconciliation and payment under this section of Article II.

In this Agreement, "Incremental Tax Receipts," for any County means all ad valorem tax receipts (excluding any motor vehicle taxes) attributable to real and personal property listed for taxes and located on or in any Business Park, in excess of the amount of ad valorem tax receipts as of the Control Date, the Base tax Receipts. Exhibit C sets forth an illustration of this definition of Incremental Tax Receipts. Exhibit D sets forth an illustration of the establishment of the Control Date, in addition to the definition set out in Exhibit A.

Only tax receipts actually received and collected, reduced by any specific collection costs (but not reduced by any general expenses of tax collection), shall be considered to be Incremental Tax Receipts upon which the amounts of such contractually obligated payments shall be based. The Parties acknowledge that neither the Nonprofit nor any County makes any guarantee or representation concerning the actual collection of taxes attributable to property listed in the Business Park(s), or as to the timeliness of such collection.

The Parties intend that Incremental Tax Receipts attributable to any business location in the Business Park(s), whenever contact may have first been made with the business entity or its representatives, will be subject to the provisions of this Section.

Unless a County and the Nonprofit make a separate written agreement providing otherwise, a County's obligation to remit contractually obligated payments based on Incremental Tax Receipts may be reduced by the amount of cash incentives paid by a host County to a third party to locate at Site. The Incremental Tax Receipts may be reduced by the amount of cash incentives paid during the year in which the obligation to pay the Incremental Tax Receipts arose. If incentives were paid in a lump sum up front to a third party, then the incentive payment shall be amortized over a period of ten (10) years and each year the Incremental Tax Receipts would be reduced by the yearly amortized amount of the incentive grant paid. If the amount of the reduction due to incentive payments exceeds the Incremental Tax Receipts, then no payment would be due for that year. Provided however that the amount of incentive payments or amortized amounts in excess of the Incremental Tax Receipts for that year shall not be carried forward to future years, but instead shall be the sole responsibility of the County responsible for such incentive payments. Local incentive payments may only be applied to the tax receipts for the year made or amortized and do not carryover into subsequent year. Once incentive payments stop or are fully amortized, no reduction shall be taken from the Incremental Tax Receipts other than the original Base Tax Value. See Exhibit E for illustrations.

#### **5. Disbursements from the Revenue Fund.**

If a Revenue Fund is created, not less frequently than every six (6) months, the Nonprofit Board will consider disbursements from the Revenue Fund. The amount, timing and purpose of disbursements will be in the Nonprofit Board's discretion. The Parties express their intent and preference, however, that funds available for distribution from the Revenue Fund should be disbursed from time to time as appropriate for the following purposes and in the following order of priority:

- (a) First, to pay current amounts due as Debt Service; and
- (b) Second, to pay expenses arising under the approved O&M Budget or Capital Budget for the current fiscal year.

Excluding a minimum amount of funds that may be necessary to hold a bank account open without incurring charges, all remaining funds in the Revenue Fund shall be disbursed to the Counties. The Counties will receive funds on the basis of Revenue Percentages (other than for payment or reimbursement of expenses previously approved by the Nonprofit). The Board will give the highest priority possible to assure that at the earliest date possible, disbursements are made to the Counties, consistent with the Nonprofit meeting its financial obligations. Only with Supermajority Approval will the Revenue Percentage payments not be disbursed.

The Parties acknowledge that the Nonprofit Board may also choose to retain reasonable operating reserves in the Revenue Fund, and may choose to spend moneys available in the Revenue Fund for additional costs not included in the annual O&M Budget or Capital Budget for the current fiscal year (but as noted above, only with Supermajority Approval).

No County is entitled to any payment from the Revenue Fund either (i) made while such County is in default under this Agreement or (ii) with respect to any funds previously paid into the Revenue Fund while such County is in default under this Agreement. In any such case, any share of such a defaulting party shall be instead paid to the other County.

Nothing in this Section of Article II of this Agreement shall apply to any development in the Initial Business Park. Any funds due to either County shall be paid directly one to the other as provided for in Sections 1 and 4 of this Article.

### **ARTICLE III**

#### **NONPROFIT AND PROJECT FUNDING**

**1. Debt Service Payments.** If debt is incurred by the Nonprofit, the Counties will share payment of all Debt Service based on percentages, which are equal to the Revenue Percentages, unless the Parties agree on different proportions for payments of any specified Debt Service. Provisions for borrowing by the Nonprofit appear in Article VI, Section 5 of this Agreement.

Any other term of this Agreement notwithstanding, a County shall in no way be responsible for payments required by any debt agreed to or incurred by the Nonprofit, unless that County shall have agreed to assume such debt payment responsibility by a vote of that County's Board, and after

compliance with all measures statutorily required for a County government to incur such obligation. It is also understood that nothing contained herein proscribes or limits the authority of the Nonprofit to incur debt without any obligations for repayment being borne by one or more of the Counties.

Not later than thirty (30) days prior to the date a Debt Service payment is due, for which the Counties have obligated themselves, the Nonprofit will inform the Counties of the total amount due, the particular amount due from each County, and the date of the payment. Each County will pay its share to the Nonprofit in immediately available funds at least ten (10) business days prior to the date the Debt Service payment is due. The Nonprofit must use the funds so paid only for Debt Service payments, or to reimburse itself for Debt Service payments it made prior to receiving the payments from the Counties.

Although the Counties may be obligated to share in payments toward Debt Service, nothing in this Agreement is intended such that the debt or other obligations (including obligations under Loan Agreements) of the Nonprofit should constitute debt or other obligations of the Counties. The obligations of a County under this Agreement do not constitute an illegal debt or lending of the credit by any County.

**2. Budgeted Payments.** To the extent the Nonprofit is funded and has a budget, the Parties will share payment of the Capital Costs and the costs provided for under the O&M Budget, as defined below, on the basis of percentages which are the same as the Revenue Percentages, unless the Parties agree on different proportions for any specified costs.

**3. Budget Process.** To the extent that the Nonprofit has a budget, not later than March 1 of each year, the Nonprofit will provide to each County both (a) a proposed budget for the upcoming fiscal year for Capital Costs (the "Capital Budget"), and (b) a proposed budget for the costs of the on-going operations and maintenance of the Sites and the Business Parks by the Nonprofit and the Nonprofit's normal business operating expenses (the "O&M Budget").

As part of this annual budget process, the Nonprofit will conduct an annual review of each Master Plan, and consider and adopt changes to each Master Plan as the Nonprofit may determine in its discretion.

The Nonprofit will solicit input from each County regarding the proposed budgets. At the request of any County, the Nonprofit will cause a responsible officer to appear at a meeting of the County Board to discuss the proposed budgets.

The Nonprofit shall have discretion to determine the final O&M Budget and the final Capital Budget for each fiscal year. The Nonprofit shall make such determinations of the final budgets, and report those budgets to each County, not later than April 1 of each year.

Each County will report its final determination of its contributions to the Capital and O&M Budgets to the Nonprofit by July 15 of each fiscal year.

**4. Timing of Payments.** Each County will appropriate and pay to the Nonprofit its respective share of the final Capital Budget and the final O&M Budget for the fiscal year, subject to the provisions above.

Each County will make the payments required under the O&M Budget in equal installments within each fiscal year on the first business day of each August, October, January and April, unless the Nonprofit shall otherwise agree with a County.

The Nonprofit will provide reasonable notice to each County of the amount and due date of any required payment for Capital Costs. Each County will pay its required amount within thirty (30) calendar days from the date it receives notice of a required payment.

The Parties agree that, in the absence of unusual circumstances, the Nonprofit will not request payments from Counties toward Capital Costs more than sixty (60) days prior to the date the Nonprofit expects to make a corresponding disbursement.

All contributions toward the O&M Budget must be made in cash. If the Nonprofit agrees, by a Supermajority Approval, a County may provide for some or all of its contributions to the Capital Budget by providing in-kind goods or services. No County can require the acceptance by the Nonprofit of any financial or in-kind contribution.

The Nonprofit may, in its discretion, accept in-kind contributions or cash payments from any County in excess of that County's budgeted contributions for Capital Costs for the fiscal year. The Parties acknowledge that such a contribution or payment could cause such County's Revenue Percentage to exceed their percentage share of the costs. The Nonprofit may enter into any agreement with a County concerning such an excess contribution or payment as the Nonprofit deems appropriate, including (a) allowing the excess contribution or payment to increase the County's Revenue Percentage, (b) crediting the excess to requirements for future fiscal years, with or without interest, or © treating all or any portion of the excess contribution or payment as a loan to be repaid. The determination of the Nonprofit as to how to accept such in-kind contributions or cash payments in excess of the required amounts shall be subject to a Supermajority Approval.

**5. Budget Transfers.** To the extent that it has a Capital and O & M Budget, the Nonprofit will administer both the Capital Budget and the O&M Budget. The Nonprofit may direct line-item transfers within the Capital Budget and the O&M Budget that do not result in a net increase of budgeted expenditures for the fiscal year. The Nonprofit may not approve transfers between the Capital and O&M Budgets. The Nonprofit may change either adopted budget to increase total budgeted expenditures within a single fiscal year only by Supermajority Approval.

**6. Reimbursed Costs.** The Nonprofit may reimburse itself from County payments for any costs contemplated under this Agreement if such Costs are paid for by the Nonprofit prior to its receiving required payments from any other County. Nothing in this Article or otherwise in this Agreement, however, imposes any obligation on the Nonprofit to advance funds for payments of Debt Service or Capital Costs for the benefit of any County, and the Nonprofit will under no circumstances be in any default under this Agreement for any failure or refusal so to advance funds.

#### **ARTICLE IV**

##### **CAPITAL COSTS**

Capital Costs are the appropriate capital costs of acquiring Sites and developing the Sites into the Business Parks, as may be identified in the Master Plans. Capital Costs may include costs of improvements off the Sites that are described in the relevant Master Plan as appropriate expenditures to support the intended development of a Business Park on the Site, such as off-Site road improvements (including road widening, installing signals and constructing turn or deceleration lanes) and utility improvements (including costs of extending water, sewer or gas lines to a Site, or capital contributions for expanding the availability of utility services). Capital Costs may include costs of improvements whether owned by the Nonprofit or not, and whether on property owned by the Nonprofit or not. Capital Costs may include professional fees and other "soft" costs that are part of the Capital Costs of developing the Park. Capital Costs may also include reimbursement to the Nonprofit or a Host County for capital expenditures made prior to the effective date of this Agreement, as well as debt service payments (including interest) related to Loan Agreements entered into to provide funding for capital expenditures within this definition of Capital Costs.

As provided in Articles I and III, if a Business Park is not developed by a private developer, the Nonprofit shall have the responsibility and the final authority to determine from time to time the development plan for any Business Park and to determine which Capital Costs will be included in any annual Capital Budget. The Nonprofit's determination must be consistent with the Master Plan for a Business Park as the same exists from time to time, but the Parties recognize that the Master Plans must be dynamic documents, will be subject to annual review and may be subject to frequent modification. All Business Park development will be subject to changing conditions and the availability of resources.

As referenced above, the Nonprofit may only designate costs that may be treated as capital costs under generally accepted accounting principles as Capital Costs.

#### **ARTICLE V**

##### **REVENUE PERCENTAGES**

The "Revenue Percentages" are the percentages determined under this Agreement by which the Counties share in distributions from the Revenue Fund.

It is the intent of the Parties that payments for Project costs and distributions will tend to be split in amounts equal to fifty percent (50%) for Brunswick and fifty percent (50%) for Columbus over time, unless the Counties otherwise agree, or as Revenue Percentages may vary in accordance with the



formulations set forth in Exhibit F. No County can require the acceptance by the Nonprofit of any financial or in-kind contribution.

Should the Nonprofit receive revenue under this agreement, it is authorized and directed to determine the Revenue Percentages in accordance with the provisions of Exhibit F.

## ARTICLE VI

### RELATIONSHIP OF NONPROFIT AND THE COUNTIES

The Parties acknowledge and agree that it is in their mutual best interest to promote an on-going cooperative relationship among the Parties in connection with the development of the Business Parks and in connection with the Nonprofit's other on-going economic development activities. The provisions of this Article are intended to foster the desired relationship.

**1. Written Report Annually.** By January 1 of each year, the Nonprofit shall provide a written report to each County describing in reasonable detail the Nonprofit's activities for the most recently completed calendar year. At the request of any County, the Nonprofit shall cause a responsible officer to appear at a meeting of the County Board not later than April 1 (at a time mutually agreeable to the County and the Nonprofit) to provide such information about the report as the County Board may reasonably request. This appearance may be coincidental with the appearance concerning the Nonprofit budget contemplated by Article III, Section 3.

**2. Audit Report.** Promptly at the end of each of its fiscal years, the Nonprofit, at its own cost, shall provide for the conduct of an independent annual audit of its books and records by a qualified independent accounting firm, if it has any funds on deposit at any time during the fiscal year in question. The Nonprofit shall send a copy of each such audit to each County promptly upon the Nonprofit's acceptance of the audit. In addition, the Nonprofit shall furnish to either County, at such times as the County shall request, all other financial information as the County may reasonably request. The Nonprofit shall permit each County or its agents and its representatives to inspect the Nonprofit's books and records and make copies and extracts. The Nonprofit will operate on the basis of a fiscal year ending June 30 unless otherwise required by law or governmental regulation. The terms of this Section shall not be applicable in any fiscal year in which the Nonprofit does not have on deposit any funds for all of the fiscal year.

**3. Notification of Meeting.**

(a) The Nonprofit shall notify each County of all meetings of the Nonprofit Board (and of any meetings of any committee that may be formed of such Nonprofit Board). Such notices shall be delivered to each Local Economic Developer in the same way as delivered to other members of the Nonprofit Board or such committee.

(b) Notwithstanding the foregoing, however, the Nonprofit Board (or any committee) may at any time in its discretion, by a two-thirds majority vote, determine to conduct a meeting (or a portion of a meeting) in a session that includes only Nonprofit Board (or Executive Committee) members and officers, Nonprofit staff and other designated agents of the Nonprofit.

**4. Separate County Development Projects.** Nothing in this Agreement limits the authority or discretion of either County to proceed unilaterally on other development projects within its own jurisdiction. Each of the Parties retains the right to acquire, develop and manage separate business parks outside the scope of this Agreement or to enter into separate agreements with other private or local government entities (whether or not Parties to this Agreement) to develop business parks that are not subject to the terms and conditions of this Agreement.

**5. Supermajority Approval.** The Nonprofit will not undertake any of the following activities without a Supermajority Approval:

(a) Withholding a disbursement of funds to the Counties from the Revenue Fund in accordance with Article II, Section 5 of this Agreement;

(b) Borrowing in any amount;

(c) Whether to accept a proposed in-kind contribution from a County, as well as the value to be assigned to the contribution and the manner and terms of the conveyance of the contribution,

including whether the contribution should be accepted in the nature of an equity contribution to a Project or in the nature of a loan by the contributing County to the Nonprofit;

- (d) Termination or discontinuance of a Project; or
- (e) Any decision negatively impacting the Nonprofit's status as a 501(c)(3) organization.

**6. Restrictive Covenants.** The Parties will work together in good faith and with due diligence to devise a set of restrictive covenants to govern development of any Subsequent Business Park. Nothing in this agreement, however, shall be interpreted in any way to limit any Host County's authority to apply its own land use, appearance and other development regulations to the development of any Business Parks within its jurisdiction.

**7. Zoning.** The Parties will work together in good faith and with due diligence to develop uniform zoning, development and similar ordinances and regulations to guide the development of the Business Parks, whether or not developed pursuant to this Agreement or any other interlocal agreement.

**8. Validity of Documents.**

(a) Each party may rely on the accuracy, truthfulness and validity of any certificate, instrument or agreement executed on a County's behalf by the respective County Board Chairman or on behalf of the Nonprofit by its Board Chairman, so long as such party actually and in good faith believes such item to be genuine and to have been executed by the indicated person.

(b) To the extent permitted by law, any document so signed by the County Board Chairman or Board Chairman of the Nonprofit will constitute the act of the respective County or of the Nonprofit for all purposes of this Agreement.

(c) For all purposes of this Agreement, when this Agreement provides for consultation by the Nonprofit with the Counties, this consultation may take any form, specifically including informal oral communication between an officer or agent of the Nonprofit and either the County Manager or such County's Local Economic Developer. Any formal notices or communications required by this Agreement or the bylaws of the Nonprofit shall be given in the form and manner required by those documents.

**9. Consideration of Other Party's Requests.** Each party will give prompt and reasonable consideration to any request by any other party for an action contemplated by this Agreement or for otherwise intended to carry out the purposes and intents of this Agreement.

**10. Dissolution.** Upon any dissolution of the Nonprofit at a time while the Nonprofit is the owner of any portion of any Site, the Nonprofit's assets shall be distributed as follows:

(a) Any portion of a Site owned by the Nonprofit shall be first offered for sale to the Host County in which that Site is located for cash at the fair market value of such property, as determined by the Nonprofit Board by Supermajority Approval; and then if the Host County declines to purchase the subject site, it may be offered for sale at the same price to the other County. If neither County purchases the Property at the price set by the Nonprofit Board it shall be sold to a third party for fair market value as determined by the Supermajority of the Nonprofit Board and net proceeds of the sale will be distributed to the counties in accordance with section 10(b) of this Article.

(b) Any cash or investment securities owned by the Nonprofit shall be distributed in accordance with the Revenue Percentages.

A Host County purchasing a portion of a Site as provided in (a) above may make settlement of all or a portion of the purchase price by crediting against that purchase price amounts otherwise payable to that County pursuant to (b) above.

The foregoing provisions for distributions are subject to applicable provisions of law and the Nonprofit's articles of incorporation and bylaws. Any provisions of the articles of incorporation or bylaws not consistent with this Agreement shall take precedence over this Agreement. The provisions of this Section 10 apply notwithstanding the provision of Section 5(f) above.

**11. Statutory Amendments.** The Parties will exercise their best efforts and use due diligence in cooperation with one another to support and procure passage of any amendments to the General Statutes that may be appropriate to provide for the Parties the intended effect of the sharing of

advantageous economic “tier” status among the Counties, as to additional land in the Initial Business Park as to Subsequent Business Parks.

**12. Status of Nonprofit.** The Parties intend that nothing in this Agreement shall be construed to constitute the Nonprofit as an entity that is a “joint agency” of the counties within the meaning of Section 160A-462 of the General Statutes, or to constitute the Nonprofit as an entity subject to the North Carolina Open Meetings Law, the North Carolina Public Records Law, or the provisions of law requiring multiple prime and competitive bidding by local governments, if such treatment is not otherwise required by law.

## ARTICLE VII

### RESPONSIBILITIES OF NONPROFIT BOARD MEMBERS

In addition to the responsibilities undertaken by members of the Nonprofit Board pursuant to the Nonprofit’s own conflict of interest policy for Board members, the Parties make the following undertakings to each other regarding their own conduct and the conduct of their Board members:

(a) No member of the Nonprofit Board may derive a direct benefit from any contract with a County or with a current owner of any Site or portion thereof concerning the general subject matter of this Agreement or the activities of the Nonprofit.

(b) No County will enter into any contract with any member of the Nonprofit Board concerning the general subject matter of this Agreement or the activities of the Nonprofit.

(c) No member of the Nonprofit Board shall attempt to influence any other member of the Nonprofit Board, or any member of any County Board, to make a contract concerning the general subject matter of this Agreement or the activities of the Nonprofit with such member or any person, firm or other organization that has a “financial association” with such member within the meaning of Section 14-234 of the General Statutes.

(d) No member of the Nonprofit Board shall, with respect to confidential information made known to such member in such person’s capacity as a member of the Nonprofit Board (including information as to decisions by the Board or any County), either (i) acquire a financial interest in any property, contract, transaction or enterprise which may be affected by such information or (ii) intentionally aid another person, firm or other organization to do so.

(e) No County or member of the Nonprofit Board will take any affirmative action to direct a business opportunity related to the general subject matter of this Agreement from one County to another County without the unanimous approval of the Nonprofit Board.

(f) If any member of the Nonprofit Board considers himself to have a direct material financial interest in a matter before the Nonprofit Board, such member shall identify that interest to the Nonprofit Board. The Nonprofit Board may then vote to recuse such member from voting on the matter.

## ARTICLE VIII

### TERM AND TERMINATION OF AGREEMENT; WITHDRAWAL

**1. Effective Date.** This Agreement and the obligations created hereunder take effect and become binding immediately upon the execution of this Agreement by all the Parties. It will not take effect as among less than all the Parties, although any combination of the Parties may thereafter enter into one or more separate agreements regarding the subject matter of this agreement.

**2. Termination.** This Agreement expires at noon, local time for Raleigh, North Carolina, on \_\_\_\_\_, 2029; however, the Parties may agree in writing to extend the Agreement for twenty (20) additional years, until \_\_\_\_\_, 2049. If payments to one or both Counties are still outstanding, the agreement may be extended until such time, as determined by the Nonprofit, as each County has received total payments pursuant to Article II, Section 4, equal to (i) the total of all amounts advanced by such County for Debt Service and Capital Costs and (ii) simple interest on such contributions from their respective dates at the Contract Rate; in no event shall the Agreement extend past noon, local time for Raleigh, North Carolina, \_\_\_\_\_, 2049. Notwithstanding the foregoing the Parties may, by unanimous consent at anytime before any termination date, decide to extend the term of the

agreement for another twenty (20) year term.

Notwithstanding the foregoing, the Parties may by unanimous consent at any time terminate this Agreement and the joint undertakings contemplated herein.

After the expiration or termination of this Agreement, none of the Parties shall have any continuing obligations to another by reason of this Agreement, except for any such obligations as by their terms continue beyond the expiration or termination of this Agreement (such as the continuing obligations for indemnification set forth in Article X).

Notwithstanding the foregoing paragraph, under no circumstances shall the obligation to make contractually obligated payments based on Incremental Tax Receipts provided for in this Agreement be interpreted to extend beyond the maximum term established by Section 158-7.4 of the General Statutes or otherwise established by law.

**3. Withdrawal.** Any party may, in its sole discretion, withdraw from this Agreement by giving notice of withdrawal to each of the other Parties. Any withdrawal will be effective on the second July 1 following the last date notice is received by another party.

From and after the effective date of withdrawal set forth in the notice,

(a) The withdrawing party remains liable for its proportionate share of payments toward Debt Service with respect to Loan Agreements in effect as of the last date the withdrawal notice is received by the Nonprofit.

(b) The withdrawing party remains obligated to make annual contributions to the budget for Capital Costs which were contracted for by the Nonprofit or for which the Nonprofit was otherwise obligated at the time that the withdrawing party gave notice of withdrawal to the Nonprofit, and for which the withdrawing party is obligated in accordance with Article III of this Agreement, but for no longer than a period of five (5) years from the date of withdrawal.

(c) Any Host County, if the withdrawing party, nevertheless remains liable to distribute contractually obligated payments based on Incremental Tax Receipts as provided in Article II, Section 3.

(d) The withdrawal of any Host County does not forfeit the entitlement of that Host County to retain its tax revenues available at the termination of this Agreement under this Article.

If a County withdraws from this Agreement and that County has a less advantageous Incentive Tier Ranking than the non-withdrawing County, any Site located within the withdrawing County shall lose the more advantageous Incentive Tier Ranking it obtained through its affiliation with the non-withdrawing County by means of this Agreement.

Immediately from the date a County gives notice of withdrawal, that County ceases to be entitled to any further distributions pursuant to Article II, Section 4, and all of that County’s share of contractually obligated payments based on Incremental Tax Receipts will thereafter be distributed to the remaining County. Any payments previously made to the withdrawing party, however, are not subject to any recapture or set-off.

The withdrawal of one or more Parties shall not affect continuation of this Agreement between the remaining Parties.

**ARTICLE IX**

**DEFAULT AND REMEDIES**

Any party to this Agreement shall be deemed to be in default under this agreement if they or any of their representatives, agents or assigns violates any provision of this Agreement. Such violation may be a failure to perform a duty or obligation under this agreement or the failure may be an overt act which is in violation of their duty or obligation under this Agreement.

Upon the occurrence of any default by a party in any of its obligations under this Agreement, and the continuation thereof for thirty (30) days after notice from any party to the defaulting party, any one or more non-defaulting Parties may proceed to protect and enforce their respective rights under this

Agreement by a suit, action or special proceeding at law or in equity, either for the specific performance of any covenant or agreement or execution of any power or for the enforcement of any legal or equitable remedy as may be deemed most effectual to protect and enforce such rights.

During the continuation of an event of default, any non-defaulting party may incur and pay such reasonable expenses for the defaulting party's account as may be necessary to cure the cause of any default. Any party making any such payment shall be entitled to reimbursement by the defaulting party with interest at the Contract Rate.

A County may cure any default on its part related to a payment obligation only by paying to or on behalf of the Nonprofit all amounts previously due and unpaid, plus interest from the due date at the Contract Rate, along with any other expenses of collection or otherwise incurred by the Nonprofit or a County as a result of such default.

To the extent permitted by law, each County designates the Nonprofit to act as its attorney in fact to prosecute on its behalf any and all claims such party may have under this Agreement against any other County. Notwithstanding this appointment, however, any party may (by written notice to all the other Parties) revoke the appointment with regard to any particular claim or potential claim designated in the notice.

All remedies under this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any event of default shall occur and thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Agreement.

If any party employs an attorney to assist in the enforcement of provisions of this Agreement, and such party prevails in its attempts at enforcement, then the defaulting party must pay the reasonable attorneys' fees and all of the other costs that the non-defaulting party may reasonably have incurred (whether or not any suit or proceeding is commenced), all to the maximum extent permitted by law.

## **ARTICLE X**

### **INDEMNIFICATION**

To the extent permitted by law, each party will indemnify, protect and save the other Parties and their respective officers and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the negligent or intentionally wrongful actions of the indemnifying party (or its officers, employees or other agents) related to this Agreement or to the transactions contemplated by or relating to this Agreement.

The Parties acknowledge, however, that no County is a manufacturer, merchant or dealer in any property comprising any component of any of the planned Business Parks. No party makes, or will be held to have made, to any other party, any express or implied warranty or representation of any kind whatsoever with respect to any Business Parks, business building or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any particular purpose, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; or any property's ability to perform any function.

The indemnification arising under this Article will survive the Agreement's termination.

The Nonprofit will obtain liability coverage for officers and directors of the Nonprofit. This coverage shall be an officers and director's liability insurance policy and shall be obtained either directly or through one of the County's existing policies. If the Nonprofit has been funded and has sufficient operating funds available, it shall pay for the premiums for any such coverage. If the Nonprofit has not been funded and does not have sufficient operating funds available, the premiums for such coverage shall be paid by the Counties in equal fifty percent (50%) shares.

Any and all individuals authorized to manage and direct funds and bank accounts for the Nonprofit shall be covered by a surety bond.

## ARTICLE XI

### REPRESENTATIONS, COVENANTS AND WARRANTIES

Each of the Parties represents, covenants and warrants for the benefit of the others, as follows:

(a) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which such party is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(b) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, to the best of such party's knowledge, constitutes a violation of any provision of law governing such party.

(c) To the knowledge of each party, there is no litigation or other court or administrative proceeding pending or threatened against such party (or against any other person) affecting such party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

(d) All of such party's representations, covenants and warranties in this Agreement are true, correct and complete in all material respects, and not false or misleading in any material respect.

(e) This Agreement has been validly authorized, executed and delivered by the party, and is a valid, legal and binding obligation of such party.

## ARTICLE XII

### AUTHORITY FOR THIS AGREEMENT

Section 158-7.1 of the General Statutes provides general authority for any local government to take action designed to enhance the unit's business prospects, and in particular to provide for the acquisition and development of land for use as a business park.

Section 153A-449 of the General Statutes authorizes counties to enter into contracts with private entities to carry out any authorized public purpose.

Article 20, Chapter 160A of the General Statutes authorizes multiple units of local government to enter into interlocal agreements to carry out any activity that they could each carry out individually. Section 158-7.4 of the General Statutes expressly authorizes two or more units of local government to enter into contracts and agreements regarding the development of business and commercial parks and Sites, including the right to share in the proceeds from property taxes levied on parks or Sites.

The obligations of the Parties to one another, including the obligations to share in revenues and expenses under Articles II and III, are continuing contracts within the meaning of Section 153A-13 of the General Statutes and are binding upon the Counties pursuant to Section 158-7.4 of the General Statutes. Each County and the Nonprofit specifically agree that the terms of this Agreement are enforceable obligations of future County Boards as continuing contracts, and each party to this Agreement will be stopped from contending otherwise in any action to enforce the terms of this Agreement.

## ARTICLE XIII

### LEGAL COUNSEL

Nexsen Pruet, PLLC, by and through Ernest C. Pearson, who was previously with Sanford Holshouser LLP, has to date and may in the future provide legal assistance, consultation and advice to the Parties as to the terms and structure of this Agreement. All of the Parties acknowledge and agree that in relation to this Agreement, such Law Firm does not represent either of the Counties individually

or the Counties as a group, but only represents the Nonprofit. Each County has been represented by its own counsel. Each party acknowledges that Nexsen Pruet, PLLC and previously Sanford Holshouser LLP has not acted as counsel for a County in the County's negotiation or other consideration of this Agreement.

## ARTICLE XIV

### MISCELLANEOUS

**1. Informalities.** Informalities observed in the administration or performance of this Agreement and the failure of any party to insist upon strict compliance with the provisions of this Agreement on one occasion shall not be deemed to be the waiver of any provision hereof or of the right of any party to this Agreement to insist upon the strict performance of this Agreement at any later time.

**2. Governing Law.** The Parties intend that this Agreement will be governed by North Carolina law.

**3. Notices.**

(a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

(b) Any communication shall be sufficiently given and deemed given when delivered by hand or on the date shown on a delivery receipt from either the United States Postal Service or a nationally-recognized express delivery service, if addressed as follows:

If to Brunswick, to the Brunswick County Manager, Attention: Notice under 2008 Brunswick-Columbus Interlocal Agreement, Courthouse, 310 Government Center Drive Northeast, Bolivia, NC 28422.

If to Columbus, to the Columbus County Manager, Attention: Notice under 2008 Brunswick-Columbus Interlocal Agreement, Courthouse, Courthouse Square, Whiteville, NC 27472.

If to the Nonprofit, to the Registered Agent, James Bradshaw, Brunswick County Economic Development Commission, Post Office Box 158, Bolivia, North Carolina 28422.

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to the other Parties.

**4. Non-Business Days.** If the date for making any payment or the last day for performance of any act or the exercising of any right is not a business day, such payment may be made or act performed or right exercised on or before the next succeeding business day.

**5. Assignments.** No party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the Parties; provided, however, that the Counties acknowledge and accept that the Nonprofit may from time to time assign rights under this Agreement to one or more entities functioning as lenders to the Nonprofit.

**6. Amendments.** This Agreement may not be changed except in writing signed by all the Parties; provided, however, that the Nonprofit must accept any amendment agreed to by all the Counties that does not increase the Nonprofit's obligations or liabilities.

**7. Binding Effect.** Subject to the specific provisions of this Agreement, this Agreement is binding upon and inures to the benefit of, and is enforceable by, the Parties and their respective successors and assigns.

**8. Time.** Time is of the essence in this Agreement and each and all of its provisions.

**9. Liability of Officers and Agents.** No officer, agent or employee of any party shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

10. **Third-Party Beneficiaries.** There are no entities which are, or which are intended as, third-party beneficiaries of this Agreement, except for entities that from time to time may be functioning as lenders to the Nonprofit.

11. **Counterparts.** This Agreement may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the general subject matter covered hereby.

13. **Definitions.** All terms with initial capitals used in this Agreement and not otherwise defined will have the meanings ascribed to those terms in Exhibit A. In addition, this Agreement is to be interpreted in accordance with the rules of construction set out in Exhibit A.

14. **Exhibits.** All exhibits are listed below are attaching hereto and incorporated herein by reference.

**Exhibits –**

- A Definitions; rules of construction
- B Site description
- C Illustration of Incremental Tax Receipts and Base Tax Receipts
- D Illustration of Establishment of Control Date
- E Illustration of Incremental Tax Receipt Distribution Calculation
- F Calculation of Revenue Percentages

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals with the intent to be bound as of the day first set out above.

[SEAL]

**BRUNSWICK COUNTY  
NORTH CAROLINA**

**ATTEST:**

\_\_\_\_\_  
**Clerk, Board of Commissioners**

\_\_\_\_\_  
**Chairman, Board of Commissioners**

(SEAL;)

**COLUMBUS COUNTY  
NORTH CAROLINA**

**ATTEST:**

/s/ **JUNE B. HALL**  
**Clerk, Board of Commissioners**

/s/ **JAMES E. PREVATTE**  
**Chairman, Board of Commissioners**

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

\_\_\_\_\_  
Finance Officer  
Brunswick County, North Carolina

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

/s/ **BOBBIE FARICLTH**  
Finance Officer  
Columbus County, North Carolina

[SEAL]

**BRUNSWICK - COLUMBUS  
INTERNATIONAL PARK, INC.**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Chairman**

[INTERLOCAL AGREEMENT dated as of \_\_\_\_\_, 2009]



**Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings (unless the context requires otherwise):

“Base Tax Receipts” has the meaning assigned in Article II, Section 4 and Exhibit C. of this Agreement.

"Business Park" or "Park" means, individually or as a group, the Initial Business Park the Parties plan to develop on the Initial Site or Subsequent Business Parks the Parties may develop on Subsequent Sites.

“Capital Costs” has the meaning assigned in Article IV.

“Contract Rate” means an annual rate of interest equal to the greater of (I) 5% or (ii) the average interest rate then payable by the Nonprofit under its Loan Agreements, as may be applicable to the situation.

“Control Date” for any Site means the date it is acquired by the Nonprofit or placed under other Property Control (as defined herein in Exhibit A and in Exhibit D).

“Counties” means Brunswick and Columbus Counties, individually or as a group, as the context may indicate, and “County” means either of the Counties individually.

“County Board” means any County’s governing board of commissioners, as from time to time constituted.

“County Manager” means the chief administrative officer of any County, however titled, and includes any interim or acting County Manager as may exist from time to time.

“Debt Service” means all of the Nonprofit’s obligations for the payment of principal and interest under any Loan Agreement.

All references to the “General Statutes” are references to the North Carolina General Statutes, as amended; any reference to a particular Chapter, Article or Section shall be deemed to include reference to any successor provision.

“Host County” means the County within the geographical limits of which lies a particular Site.

“Incremental Tax Receipts” has the meaning assigned in Article II, Section 4 and Exhibit C of this Agreement.

“Incentive Tier Ranking” means the development tier for each County, or for any Site developed jointly by the Counties, as designated by NCGS §143B-437.08.

“Initial Site” and “Initial Business Park” means the first site to be developed in accordance with this Agreement and it is more particularly described as the Initial Site in Exhibit B of this Agreement, and the Business Park developed thereon.

“Loan Agreement” means any contract, however denominated, relating to an agreement for the repayment of money borrowed by the Nonprofit.

“Local Economic Developer” means for each County the person designated as such by the County to the Nonprofit.

“Master Plan” means a written plan for the comprehensive development of the Initial Site or any Subsequent Site into a Business Park, including such aspects as planning for infrastructure development and Site development improvements, as formulated by a professional engineering firm and approved by a private development partner and/or the Nonprofit Board, as may be applicable from time to time.

“Nonprofit Board” means the Nonprofit’s governing board of directors, as the same may be constituted from time to time.

“O&M Budget” has the meaning assigned in Article III, Section 3.

“Project” means the undertaking of developing the Sites into the Business Parks.

“Property Control” means (I) acquisition of fee simple title, or entering into a purchase contract with a stated closing date within one hundred eighty (180) days of the contract date, (ii) acquisition of an option to purchase or right of first refusal that is exercisable by either the Nonprofit or the Host County (with a requirement of not more than one hundred twenty (120) days notice of exercise to the owner and not more than ninety (90) days notice from the Host County to the Nonprofit), or (iii) such other arrangement or agreement as may be approved by the Nonprofit and the Host County.

“Revenue Fund” means the Fund of that name established pursuant to Article II, Section 1.

“Revenue Percentages” has the meaning assigned in Article V, and as described in Exhibit F.

“Sites” means, the real property previously identified for the Initial Business Park development within the jurisdiction of each County, as more particularly described in Exhibit B, and should the parties agree to acquire additional real property and to develop additional Business Parks such additional Sites shall be as more particularly described in amendments to Exhibit B.

“Subsequent Sites” means, generally any additional real property identified and developed under this agreement that is within the jurisdiction of one or both Counties.

“Suitable for Development”. To be calculated as acreage “Suitable for Development”, it must be acreage that excludes wetlands and or any other characteristic which would make it unsuitable for development, such as grade of land, environmental problems or existing easements. This list is intended for use as an example and is not meant to limit the characteristics which would make land unsuitable for development.

“Supermajority Approval” means approval by the Nonprofit Board a three-quarters majority vote of those voting on the matter, if those voting include at least two representatives from each of the Counties which were initially appointed by the Boards of Commissioners of the County.

**Rules of Construction.** Unless the context otherwise indicates:

- (a) Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well.
- (b) All references to Articles, Sections, or Exhibits are references to Articles, Sections and Exhibits of this Agreement.
- (c) All references to the “Parties” are to the Parties to this Agreement.
- (d) All references to officers are references to officers of the Parties to this Agreement.
- (e) The headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction or effect.

**Exhibit B – The Initial Site**

Brunswick County –

<TO BE INSERTED>

Columbus County –

**Exhibit C – Illustration of Incremental Tax Receipts**

Property “A” is a Site located in County “X,” which is a party to this Agreement.

The Nonprofit purchases Property A on March 15, 2009, establishing that as the “Control Date” for Property A. On that date, the amount of ad valorem taxes payable annually on that property (but not including taxes on property listed for motor vehicle taxes) is \$100,000. \$100,000 would be the Base Tax Receipts for Property A.

In the future any ad valorem taxes payable on Property A (excluding taxes on motor vehicles) which are in excess of \$100,000 would be Incremental Tax Receipts subject to the terms of this Agreement.

#### **Exhibit D – Illustration of Establishment of Control Date**

By way of example and not of limitation, all of the following are examples of a Control Date being established as of June 1st of 2009.

- On June 1, 2009, the Non-Profit purchases property in fee simple.
- On June 1, 2009, the Non-Profit enters into a purchase contract that contains a stated closing date within one hundred eighty (180) days of the contract.
- On June 1, 2009 the Non-Profit or either County obtains an option to purchase or a right of first refusal that is exercisable by either the Non-Profit or the Host County with a notice period to the owner that doesn't exceed one hundred twenty (120) days and contains a notice period from the Host County to the Non-Profit that doesn't exceed ninety (90) days.

If more than one of these scenarios applies, the earlier date will control. For example, if the Non-Profit enters into a purchase contract on May 1, 2009 with a stated closing date of October 1, 2009, and the property actually closes on October 1, 2009, the Control Date would be May 1, 2009.

#### **Exhibit E – Illustration of Incremental Tax Receipt Calculations/Incentive Payments**

A parcel of property located in the Columbus County ("Columbus") portion of the Initial Business Park is chosen as a site for a new corporate facility. The Base Tax Receipts that Columbus received from the parcel of property as of the Central Date was in the amount of ten thousand dollars (\$10,000). After the development of the Business Park and the construction and equipping of the new corporate facility the parcel of property generated one hundred thousand dollars (\$100,000) in total tax receipts, or ninety thousand dollars (\$90,000) in Incremental Tax Receipts for Columbus. The following examples demonstrate the division of the total tax receipts between Columbus and Brunswick County ("Brunswick"), under further defined circumstances:

1. Columbus was able to recruit the corporate facility without having to commit to any incentive payments. Columbus retains the Base Tax Receipts of ten thousand dollars (\$10,000). The remaining Incremental Tax Receipts are divided equally between Columbus and Brunswick, with forty five thousand (\$45,000) being retained by Columbus, and a contractually committed payment of forty five thousand dollars (\$45,000) being paid to Brunswick.
2. In order to successfully recruit the corporate facility Columbus committed to paying incentive grants to the company in the amount of forty thousand dollars (\$40,000) per year for five (5) years. Columbus retains the Base Tax Receipts of ten thousand dollars (\$10,000). In each year of the term of this Incentive Agreement Columbus pays the company an incentive grant of forty thousand dollars (\$40,000). The remaining Incremental Tax Receipts are divided equally between Columbus and Brunswick, with twenty five thousand dollars (\$25,000) being retained by Columbus, and a contractually obligated payment of twenty five thousand dollars (\$25,000) being paid to Brunswick. After the expiration of the five (5) year term of the Incentive Agreement, the tax receipts are applied in the manner described in 1 above.
3. In order to successfully recruit the corporate facility Columbus paid an up-front incentive grant to the company in the amount of two hundred thousand dollars (\$200,000). Pursuant to the terms of this Agreement. That incentive grant amount is to be amortized over a ten (10) year period. In each of those ten (10) years the tax receipts should be applied as follows. Columbus retains the Base Tax Receipts of ten thousand dollars (\$10,000). Columbus retains an additional twenty thousand dollars (\$20,000) as one tenth of the amortization of the up-front incentive grant. The remaining Incremental Tax Receipts are divided equally between Columbus and Brunswick, with thirty five thousand dollars (\$35,000) being retained by Columbus and a contractually obligated payment of thirty five thousand dollars (\$35,000) being paid to Brunswick. After the tenth (10th) year of this calculation, the up-front incentive paid by Columbus has been fully amortized and thereafter the tax receipts are applied in the manner described in 1 above.

4. In order to successfully recruit the corporate facility Columbus committed to paying incentive grants to the company in the amount of one hundred ten thousand dollars (\$110,000) per year for five (5) years. In each of the five (5) years Columbus pays the committed incentive grants to the company. No Incremental Tax Receipts are paid to Brunswick during the five (5) years of the term of the Incentive Agreement. After the expiration of the five (5) year term of the Incentive Agreement, the tax receipts are applied in the manner described in 1 above.
5. In order to successfully recruit the corporate facility Columbus paid an up-front incentive grant to the company in the amount of one million one hundred thousand dollars (\$1,100,000). Pursuant to the terms of this Agreement that incentive grant amount is to be amortized over a ten (10) year period. In each of those ten (10) years, no Incremental Tax Receipts are paid to Brunswick. After the expiration of the ten (10) year amortization period, the tax receipts are applied in the manner described in 1 above.

6. **Exhibit F – Calculation of Revenue Percentages**

The Nonprofit will determine the Revenue Percentages in the following manner:

- 1) The Revenue Percentages will initially be fifty percent (50%) for Brunswick County and fifty percent (50%) for Columbus County, subject to adjustment as provided below.
- 2) The Nonprofit will establish a “contributions account” for each County.
- 3) The Nonprofit will credit within each County’s respective contributions account the date and amount of each payment that is received from the County as a payment of (I) Debt Service; (ii) a Park Development Cost; (iii) amounts due on O&M Budgets; or (iv) amounts due on Capital Budgets.
- 4) The Nonprofit will credit within each County’s respective contributions account the date and value of each in-kind contribution from the County that constitutes one of the above payments, as determined in accordance with this Agreement.
- 5) The Nonprofit will credit within each County’s respective contributions account an amount equal to their percentage share of any funding for any of the above costs that is provided to the Nonprofit or one of the Counties by third Parties (other than as proceeds derived from a Loan Agreement), unless the Nonprofit determines by Supermajority Approval that any one or more Counties deserves a greater credit (and therefore other Counties receive a lesser credit) because of the efforts or characteristics of such County in obtaining the third-party funding.
- 6) The Nonprofit will credit to each County’s contributions account at least semiannually, and at the time of any determination of Revenue Percentages as provided for below, interest on the balance in such account at the Contract Rate of five percent (5%).

At any time of determination, the Revenue Percentage for any County will be a fraction, the numerator of which is that County’s contributions account balance, and the denominator of which is the sum of the two County contributions account balances.

The Nonprofit shall determine the Revenue Percentages for the purpose of making any distributions to the Counties pursuant to Article II, Section 4, as of the date of determining the distributions.

Steven W. Fowler, County Attorney, requested the following Memorandum be inserted into the minutes to be inclusive in the Interlocal Development Agreement for Brunswick-Columbus Business Parks.

**Memorandum**

**Via Electronic Mail**

**TO:** James Prevatte  
Bill Clark  
\_\_\_\_ Steven W. Fowler, Esq.

**CLIENT-MATTER NO.: 044357-00001**

Justin Smith  
**FROM:** Ernest C. Pearson  
**DATE:** February 16, 2009  
**RE:** Items to be Inserted into Interlocal Agreement

It was good to hear that the Columbus County Board of Commissioners will soon be considering and acting on the Interlocal Agreement for your county's joint industrial park project with Brunswick County. The following clarifies two items which have been left blank in the last version of this Agreement, which was forwarded to you a couple of days ago.

First, two dates in Article VIII, Section 2 have been left blank. These dates will be the ending date of the initial term of the agreement for twenty years and the ending date of another twenty year extension term. The initial date would end on a date in 2029 which is twenty years from the date of the execution of this Agreement, and the extension term if approved by the two counties and the nonprofit would end on a date in 2049 which is forty years from the date of the execution of this Agreement. What we do not know at this time in order to be able to put these dates into the Agreement, is the date on which this Agreement will be executed. Once the date of execution is identified the dates of the ends of the initial term and the extension term can be inserted.

Secondly in Exhibit B there is not yet a description of the property which will comprise the initial site to be the subject of this Agreement. As you know this initial site must be at least one third in Columbus County to satisfy the requirements of the shared incentive tier statute which is now in the statutes. We will not be able to put in a description of this site until a survey is done of the land to be included. However this initial site will obviously be a part of the large acreage parcel which has always been contemplated as being developed as a part of this two county arrangement.

Subject to your concurrence, it seems that this Agreement can be approved in its current form by the Columbus County Board of Commissioners, if that is their decision, along with a directive that staff complete the document by assuring that the following matters are inserted:

1. Dates in Article VIII, Section 2 that are twenty years and forty years from the date of the execution of the Agreement.
2. A property description which has at least one third of the land in Columbus County.

Let me know if I can help more on this.

Ernie Pearson  
 jar

Commissioner McKenzie made a motion to approve the Interlocal Development Agreement for Brunswick-Columbus Business Parks, with the items listed in the above listed Memorandum to be inserted, seconded by Commissioner Byrd. The motion unanimously passed.

**Agenda Item #16: ECONOMIC DEVELOPMENT COMMISSION - APPOINTMENTS to BRUNSWICK-COLUMBUS INTERNATIONAL PARK BOARD of DIRECTORS:**

Justin Smith, Economic Development Director, requested the appointment of two (2) at-large members to the Brunswick-Columbus International Park Board of Directors due to the declination letter received from Senator R.C., Soles, Jr. and Representative Dewey L. Hill.

Vice Chairman Bullard made a motion to appoint Ivan Wilson and James Graham to the Brunswick-Columbus International Park Board of Directors, seconded by Commissioner Gore.

Commissioner Russ nominated Commissioner Giles E. "Buddy" Byrd.

Commissioner McKenzie nominated J.B. Evans.

After discussion was conducted relative to voting on individual nominees or a pair of nominees, a roll call vote was taken on the motion made by Vice Chairman Bullard with the following results:

**AYES:** Chairman Prevatte, Vice Chairman Bullard and Commissioner Gore; **and**  
**NAYS:** Commissioners McKenzie, Russ, Norris and Byrd.

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

Commissioner Russ made a motion to appoint James Graham and Commissioner Giles E. “Buddy” Byrd to the Brunswick-Columbus International Park Board of Directors, seconded by Commissioner Norris.

Discussion was conducted relative to representation on this board being county employees and elected officials.

Commissioner Byrd stated that if a problem should develop with his position on this Board, he would resign.

After additional discussion was conducted relative to the representation on this board, a roll-call vote was taken with the following results:

**AYES:** Commissioners McKenzie, Russ, Norris and Byrd; **and**  
**NAYS:** Chairman Prevatte, Vice Chairman Bullard and Commissioner Gore.

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

**Agenda Item #17: ADMINISTRATION - UPDATE ON COUNTY BOUNDARY LINE SURVEYS:**

William S. Clark, County Manager, delivered the following update to the Board on the status of the boundary line surveys between Bladen, Brunswick and Columbus Counties. Mr. Clark stated the following:

1. I have talked to Greg Martin with Bladen County relative to this matter;
2. I have talked to Marty Lawing with Brunswick County relative to this matter;
3. They have both agreed to apply to have the county boundary lines updated;
4. We will need to make application to the North Carolina Geodetic Survey as the initial step;
5. There will be no cost to any County; **and**
6. I would like to have support from this Board for this action.

Commissioner Byrd made a motion for William S. Clark, County Manager, to make application to the North Carolina Geodetic Society for the boundary lines between Bladen County and Columbus County, and between Brunswick County and Columbus County, to be updated, seconded by Commissioner McKenzie. The motion unanimously passed.

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

At 7:51 P.M., Commissioner McKenzie made a motion to recess Regular Session and enter into a **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded by Commissioner Byrd. The motion unanimously carried.

**Agenda Item #18: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:**

February 02, 2009 **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 Number 1 for each Water District, respectively.

**Agenda Item #19: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III and V - APPROVAL of ADJUSTMENTS to the JANUARY, 2009 MONTHLY WATER BILLS:**

The Public Utilities Department, requested Board approval of the adjustments to the January, 2009 Monthly Water Bills..

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

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

At 7:53 P.M., Commissioner Norris made a motion to adjourn the **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V, and resume Regular Session, seconded by Vice Chairman Bullard. The motion unanimously passed.

**Agenda Item #20: APPOINTMENTS - COMMITTEE/BOARDS:**

June B. Hall, Clerk to the Board, requested the following appointment be made to the following board.

COMMITTEE	ZONE/ EB	PERSON(S)	EXPIR. DATE
Whiteville Planning and Zoning Board <b>Motion: Commissioner Russ</b> <b>Second: Commissioner Byrd</b>	EB	Alan Capps, Sr.	08/01/2010

**OTHER:**

**RESIGNATION from COLUMBUS COUNTY SOCIAL SERVICES BOARD:**

Chairman Prevatte announced that Commissioner Ronald Gore has submitted to the Board of Commissioners a Letter of Resignation from the Columbus County Social Services Board, effective March 01, 2009.

**Agenda Item #21: CONSENT AGENDA ITEMS:**

**A. Budget Amendments:**

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

TYPE	ACCOUNT	DETAILS	AMOUNT
Expenditure	10-5301-549986	Crisis Intervention	103,633
Revenue	10-3530-430068	Crisis Intervention	103,633
Expenditure	10-5301-533001	CP&L Energy	471
Revenue	10-3530-430076	CP&L Energy	471
Expenditure	10-5161-523900	FP Drugs & Medical Supplies	1,766
Revenue	10-3510-440090	FP Revenue	1,766
Expenditure	10-6120-535300	M/R - Vehicles	581
Revenue	10-3839-489000	Miscellaneous Revenue - G/F	581
Expenditure	12-4190-559000	C/O Other Improvements	16,000
Revenue	12-3580-420007	Federal Grant - SCDF	16,000
Expenditure	10-4155-512100	Salary and Wages	(5,130)
	10-4155-518000	Fringe Benefits	(3,930)
	10-4155-518100	FICA	3,930
	10-4155-537000	Advertising	250
	10-4155-519000	Professional Services	(1,200)
	10-4155-526000	Office Supplies	(1,000)
	10-4155-531000	Travel and Transportation	(1,000)

	10-4155-551000	C/O - Office Equipment	(591)
<b>Revenue</b>	10-3416-436025	NC JCPC Grant	(10,171)
	10-3416-489040	Misc.	1,500
<b>Expenditure</b>	14-4311-526001	Dept Supplies (for fatal vision goggles)	900
	14-4311-526001	Dept Supplies (for golf cart)	3,025
	14-4311-531100	Travel (NCIAI training)	850
	10-4310-526001	Dept Supplies-Training of K-9 Handler (Senna)	1,500
<b>Revenue</b>	14-3431-499101	Special Alcohol & Drug Fund Balance Appropriated	4,775
	14-3431-499101	Special Alcohol & Drug Fund Balance Appropriated	1,500
<b>Expenditure</b>	10-6120-535110	Maintenance/Repair to Grounds	1,938
<b>Revenue</b>	10-3839-489000	Miscellaneous Revenue - G/F	1,938
<b>Expenditure</b>	12-5865-519001	Department of Aging	(10,900)
	12-5865-531100	Department of Aging	(3,400)
	12-5870-531100	Department of Aging	(2,200)
	12-5875-531100	Department of Aging	(9,500)
	12-9950-512600	Department of Aging	(27,350)
	12-9950-518100	Department of Aging	(2,092)
	12-9955-519001	Department of Aging	(60,000)
	12-9955-531100	Department of Aging	(1,800)
<b>Revenue</b>	12-3580-420020	Department of Aging	(117,242)
<b>Expenditure</b>	10-4160-531100	Court Facilities - Travel	(250)
	10-4160-535200	Court Facilities-Maintenance & Repair-Equipment	(3,000)
	10-4161-535200	Judges Chambers-Maintenance & Repair-Equipment	(150)
	10-4163-535200	District Court-Office Supplies	(2,000)
	10-4261-535200	Public Building - DSS	(1,500)
	10-4262-535200	Public Buildings - Administration	(250)
	10-4263-535200	Public Buildings - Senior Center	(65)
	10-4264-531100	Public Buildings - Miller Building	(500)
	10-4264-535200	Public Buildings - Miller Building	(1,500)
	10-4265-535110	Public Buildings - All Others	(5,000)
	10-4265-535200	Public Buildings - All Others	(1,500)
	10-4266-535200	Public Buildings - Farm Services	(500)
	10-4267-525200	POTW	(200)
	10-9600-560071	Chadbourne Park Project	(4,750)
	10-4150-519000	Legal Department-Professional Services	(1,000)
	10-4150-526000	Legal Department-Office Supplies	(500)



	10-4150-531100	Legal Department-Travel	(700)
	10-4150-532100	Legal Department-Telephone	(250)
	10-4150-532101	Legal Department-Postage	(350)
	10-4920-549920	EDC-Incentives/Grants	(4,185)
<b>Expenditure</b>	10-4122-519001	Purchasing	(2,684)
<b>(cont'd)</b>	10-4250-525000	Central Garage	(260)
	10-4530-512610	Airport	(7,500)
	10-4530-525106	Airport	(6,267)
	10-4210-519001	MIS	(4,000)
	10-4910-512100	Planning Department	(2,963)
	10-4130-512100	Finance	(12,029)
	10-6120-526001	Parks & Rec-Departmental Supplies	(1,000)
	10-6120-531100	Parks & Rec-Travel	(2,000)
	10-6120-549992	Parks & Rec-Special Programs	(1,534)
	10-4120-531200	Administration	(1,415)
	10-4120-535200	Administration	(2,000)
	10-4110-531100	Governing Body	(2,500)
	10-4121-523001	Personnel	(1,676)
	10-5112-512100	Health Department	(31,939)
	10-4950-540001	Cooperative Extension	\$15,257)
	10-6110-532100	Library	(1,300)
	10-6110-523200	Library	(750)
	10-6110-523210	Library	(750)
	10-9600-569950	1/4 Sales Tax Committee	(2,100)
	10-9600-560078	Livingston Creek Debris Removal	(37,200)
	10-4170-537000	Board of Elections	(1,000)
	10-4170-518300	Board of Elections	(2,500)
	10-4170-519000	Board of Elections	(614)
	10-4170-512600	Board of Elections	(1,600)
	10-5900-539903	Columbus County Schools Current Expense	(46,597)
	10-5900-539904	City Schools Current Expense	(17,949)
	10-5900-539905	SCC Current Expense	(11,619)
	10-5900-550003	SCC Capital Outlay Expense	(1,288)
	10-5900-550004	Columbus County Schools Capital Outlay	(5,022)
	10-5900-550005	City Schools Capital Outlay	(1,224)
	10-4355-512100	School Electric Inspector	(5,010)
	10-4355-518100	School Electric Inspector	(383)
	10-4960-525000	Soil Conservation	(25)
	10-4960-525105	Soil Conservation	(350)

	10-4960-531100	Soil Conservation	(1,000)
	10-4960-532100	Soil Conservation	(100)
	10-4960-526000	Soil Conservation	(400)
	10-5301-535200	DSS	(20,000)
<b>Expenditure</b>	10-5301-531100	DSS	(40,000)
<b>(Cont'd)</b>	10-5301-544000	DSS	(15,000)
	10-5301-519000	DSS	(10,000)
	10-5301-543000	DSS	(5,000)
	10-5301-526000	DSS	(5,000)
	10-5301-535300	DSS	(2,700)
	10-5301-518900	DSS	(5,000)
	10-4331-512100	Fire Marshal	(3,017)
	10-4330-512600	Emergency Services	(10,000)
	10-4330-549977	Emergency Services	(5,615)
	10-4329-539500	EMS	(500)
	10-4329-526001	EMS	(500)
	10-4310-512100	Sheriff Office	(20,000)
	10-4320-512100	Sheriff Office	(59,607)
	10-4310-525105	Sheriff Office	(25,000)
	10-4320-519301	Sheriff Office	(42,500)
	10-5820-531100	Veterans Services	(300)
	10-4140-519000	Tax Administration	(1,000)
	10-4140-532101	Tax Administration	(1,000)
	10-4911-512100	Building Inspections	(1,000)
	10-4911-519000	Building Inspections	(500)
	10-4911-526001	Building Inspections	(1,000)
	10-4380-535110	Animal Control	(250)
	10-4380-525105	Animal Control	(1,000)
	10-4180-512100	Register of Deeds	(4,320)
<b>Revenue</b>	10-3200-432301	1 Cent Sales Tax Article 39	(191,816)
	10-3200-432302	½ Cent Sales Tax Article 40	(93,132)
	10-3200-432303	½ Cent Sales Tax Article 42	(55,386)
	10-3200-432304	½ Cent Sales Tax Article 44	(60,103)
	10-3200-432305	½ Cent Sales Tax-Co SCH ART 40	(37,074)
	10-3200-432307	Second ½ Cent Sls TX - City ART 42	(27,074)
	10-3200-432308	½ Cent Sales Tax CO SCH ART 42	(60,103)
	10-3200-432306	½ Cent Sales TX - City SCH ART 40	(17,076)

**B. Tax Refunds and Releases:**

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

**TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office):  
February 16, 2009**

Refunds Name: Brown, Mitchell M Amount: \$0.00  
Value: \$0.00 Year 005 & Account # 07-04205 Bill # 9999 Total \$377.00  
Refund user fees for 2005 and 2008. Paid for trash can's both years but never received one.  
4524 Ramsey Ford Rd. Tabor City NC 28463

Refunds Name: Meares, Bob Amount: \$0.00  
Value: \$0.00 Year 008 Account # 06-25340 Bill # 72616 Total \$113.00  
Refund the user fee. House torn down in 2006.  
PO Box 232 Tabor City NC 28463

Refunds Name: Ward, Donald Amount: \$0.00  
Value: \$0.00 Year 008 Account # 13-04011 Bill # 88208 Total \$200.00  
Refund user fee that should be billed to Donald Ward in Chadbourn, N.C. account # 13-02445.  
284 Donald Ward Dr. Whiteville NC 28472

Refunds Name: Watts, Ollen Amount: \$0.00  
Value: \$0.00 Year 008 Account # 06-42460 Bill # 89116 Total \$200.00  
Refund one of seven (7) user fees. There are only six (6) trash cans here.  
336 Lester Watts Rd. Tabor City NC 28463

**TAX RELEASES (as submitted to the Governing Body Office from the Tax Office):  
February 16, 2009**

Release the Property Value in the name of Bradfird, Keysha Amount: \$52.09  
Value: \$6,392.00 Year: 2008 Account # 05-04048 Bill # 8953 Total \$238.07  
Release the value of a single wide home, the Columbus Rescue (1.28) and W3 (50.37). The home was traded for a double wide and listed.

Release the Property Value in the name of Duncan, Worth N. Amount: \$4.08  
Value: \$500.00 Year: 2008 Account # 07-03660 Bill # 5949 Total \$204.58  
Release a portion of the property value, a portion of the Nakina Fire (040) and a portion of the Columbus Rescue (.10). Customer failed to receive the full senior citizen exemption.

Release the Property Value in the name of Heimmick, Deanna Amount: \$16.30  
Value: \$1,000.00 Year: 2007-2 Account # 03-00152 Bill # 999 Total \$413.14  
Release the value of a mobile home for 2007 and 2008. Release the Old Dock Fire (1.60) and Columbus Rescue (.40). The home is unlivable and has been junked.

Release the Property Value in the name of Hill, T. Harold Amount: \$1.20  
Value: \$0.00 Year: 2000-2 Account # 05-02911 Bill # 9999 Total \$911.91  
Release the balance of the property value for 2000-2004, the Columbus Rescue (29.76) and W3 (64.68). The property was sold at tax foreclosure but sale did not exceed taxes owed.

Release the Property Value in the name of Housend, Barry Amount: \$63.94  
Value: \$3,760.00 Year: 2007-2 Account # 09-04035 Bill # 9999 Total \$470.25  
Release the value of a mobile home for 2007 & 2008. Release the Williams Fire (4.71) and Columbus Rescue (1.57). The house is double listed in the name of Brandon & Renee Housend.

Release the Property Value in the name of McPherson, John P. Amount: \$151.59  
Value: \$18,600.00 Year: 2008 Account # 11-00552 Bill # 2401 Total \$268.31  
Release the value of a house and the Columbus Rescue. The house was double billed on the account in error.

Release the Property Value in the name of Melvin, Roy Amount: \$237.98  
Value: \$14,600.00 Year: 2007-2 Account # 04-11320 Bill # 999 Total \$492.02  
Release the value of a double wide for 2007 & 2008. Release also the Bolton Fire (29.20) and Columbus Rescue (5.84). The double wide was torn down by FEMA and replaced with single wide.

Release the Property Value in the name of Powell, Martha Amount: \$242.06  
 Value: \$29,700.00 Year: 2008 Account # 14-12127 Bill # 7229 Total \$271.76  
 Release the value of a double wide, the Welches Creek Fire (23.76) and Columbus Rescue (5.94). The home was repossessed in 2007.

Release the Property Value in the name of Stackhouse, Eva Amount: \$962.50  
 Value: \$30,800.00 Year: 2005-2 Account # 10-04801 Bill # 999 Total \$1,402.62  
 Release the value of a double wide and the Columbus Rescue. The home was repossessed prior to 2005.

Release the Property Value in the name of To God Be The Glory Ministries Amount: \$27.25  
 Value: \$3,815.00 Year: 2008 Account # 06-04003 Bill # 6414 Total \$32.92  
 Release the value of a mobile home and the Williams Fire (2.01) and Columbus Rescue (.67). Mobile home used as church and is exempt.

Release the Property Value in the name of Williamson, Denise Amount: \$39.20  
 Value: \$4,810.00 Year: 2008 Account # 12-05034 Bill # 0596 Total \$52.84  
 Release the value of a boat, the Cerro Gordo Fire (4.81), the Columbus Rescue (.96) and W3 (3.37). The boat was sold out of county in 2006.

Release the Property Value in the name of Williamson, Eddie Amount: \$8.15  
 Value: \$1,000.00 Year: 2008 Account # 12-30382 Bill # 0616 Total \$234.89  
 Release the value of a mobile home, the Evergreen Fire (25.00) and the Columbus Rescue (.20) and W2 (.70). The home is double listed in the name of Allen Prevatte.

Release the Property Value in the name of Williamson, Eddie Amount: \$90.42  
 Value: \$11,094.00 Year: 2008 Account # 12-30381 Bill # 0619 Total \$109.67  
 Release the value of a mobile home, the Columbus Rescue (2.22) and W2 (7.77). The home is double listed in the name of Allen Prevatte.

Release the Property Value in the name of Wright, Elvie G. Amount: \$364.31  
 Value: \$44,700.00 Year: 2008 Account # 09-35060 Bill # 1575 Total \$600.07  
 Release the property value, the Williams Fire (26.82) and Columbus Rescue (8.94). The property is double listed in the name of Columbus County Board of Education. Property is exempt.

Release the User Fee in the name of Bradfird, Keysha Amount: \$0.00  
 Value: \$0.00 Year: 2008 Account # 05-04048 Bill # 8953 Total \$200.00  
 Release one of two user fees. There is only one trash can here.

Release the User Fee in the name of Christain, Willie Amount: \$0.00  
 Value: \$0.00 Year: 2008 Account # 07-50022 Bill # 2572 Total \$200.00  
 Release the user fee. House vacant and trash can picked up.

Release the User Fee in the name of Davis, Janice Amount: \$0.00  
 Value: \$0.00 Year: 2008 Account # 03-02351 Bill # 4790 Total \$200.00  
 Release one of two user fees. The old mobile home is used for storage. No trash can here.

Release the User Fee in the name of Duncan, Worth N. Amount: \$0.00  
 Value: \$0.00 Year: 2008 Account # 07-01201 Bill # 5950 Total \$200.00  
 Release a prtion of the property value, a portion of the Nakina Fire (.40) and a portion of the Columbus Rescue (.10). Customer failed to receive the full senior citizen exemption.

Release the User Fee in the name of Floyd, William Amount: \$0.00  
 Value: \$0.00 Year: 2008 Account # 10-05658 Bill # 8122 Total \$200.00  
 Release the user fee on a old mobile home that is used for storage. No trash can here.

Release the User Fee in the name of Greene, Eugene & Margaret Amount: \$0.00  
 Value: \$0.00 Year: 2008 Account # 16-06100 Bill # 2030 Total \$200.00  
 Release the user fee on a house that is vacant and has no trash can.

Release the User Fee in the name of Jacobs, Andrew Amount: \$0.00  
 Value: \$0.00 Year: 2007-2 Account # 04-02211 Bill # 9999 Total \$296.50  
 Release \$96.50 user fee for 2007 and \$200.00 user fee for 2008. The trash can has been picked up. House vacant.

Release the User Fee	in the name of Little, G.B.	Amount:	\$0.00
Value:	\$0.00 Year: 2008 Account # 04-10280 Bill # 9542	Total	\$200.00
Release the user fee that was prepaid July 23, 2008.			
Release the User Fee	in the name of Long, Beatrice	Amount:	\$0.00
Value:	\$0.00 Year: 2008 Account # 03-01311 Bill # 9709	Total	\$200.00
Release the user fee. House vacant and has no trash can.			
Release the User Fee	in the name of McColskey, Timothy	Amount:	\$0.00
Value:	\$0.00 Year: 2008 Account # 01-03261 Bill # 1297	Total	\$200.00
Release the user fee on Day Care. They are using a commercial hauler.			
Release the User Fee	in the name of McPherson, Carolyn	Amount:	\$0.00
Value:	\$0.00 Year: 2008 Account # 05-04284 Bill # 2231	Total	\$200.00
Release one of four (4) user fee. Only three (3) trash cans here.			
Release the User Fee	in the name of McPherson, John P.	Amount:	\$0.00
Value:	\$0.00 Year: 2008 Account # 01-02365 Bill # 9999	Total	\$339.00
Release three user fees. One user fee on property # 4173, and two user fees on property # 6202. Three units are vacant and have no trash cans.			
Release the User Fee	in the name of Moore, Robert	Amount:	\$0.00
Value:	\$0.00 Year: 2008 Account # 01-02373 Bill # 3858	Total	\$200.00
Release the user fee. House is vacant and has no trash can.			
Release the User Fee	in the name of Simmons, Barbara	Amount:	\$0.00
Value:	\$0.00 Year: 2008 Account # 01-83240 Bill # 1367	Total	\$200.00
Release one of two user fees. There is only one trash can here.			
Release the User Fee	in the name of Spurling, Andrea	Amount:	\$0.00
Value:	\$0.00 Year: 2008 Account # 06-02214 Bill # 3782	Total	\$113.00
Release the user fee. House is vacant and has no trash can.			
Release the User Fee	in the name of Stanley, Bobby	Amount:	\$0.00
Value:	\$0.00 Year: 2008 Account # 07-05041 Bill # 3905	Total	\$200.00
Release the user fee. House is still under construction.			
Release the User Fee	in the name of Taylor, Mary	Amount:	\$0.00
Value:	\$0.00 Year: 2008 Account # 11-26777 Bill # 5608	Total	\$100.00
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 Thomas, Paul	Amount:	\$0.00
Value:	\$0.00 Year: 2004-2 Account # 06-00722 Bill # 9999	Total	\$940.00
Release the user fees for 2004 through 2008. This house is vacant and does not have a trash can.			
Release the User Fee	in the name of Vaena, Eustaquia	Amount:	\$0.00
Value:	\$0.00 Year: 2008 Account # 13-04161 Bill # 7193	Total	\$113.00
Release the user fee. House is vacant and does not have a trash can.			
Release the User Fee	in the name of Williamson, Hez	Amount:	\$0.00
Value:	\$0.00 Year: 2008 Account # 12-30755 Bill # 0699	Total	\$200.00
Release user fee. House is vacant, has no power and no trash can.			
Release the User Fee	in the name of Williamson, Joseph	Amount:	\$0.00
Value:	\$0.00 Year: 2008 Account # 12-31240 Bill # 0754	Total	\$100.00
Release a portion of the user fee. Did not have the trash can for a full year.			

**Agenda Item #22: COMMENTS:**

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

**B. Board of Commissioners:**

1. **Commissioner Gore:** Have we created any dialogue on the Stimulus Package to send to the Governor's Office? Mr. Clark replied stating yes, Administration has forwarded the following information:
  - the present situation in Water District IV;
  - list of potential capital projects; **and**
  - the present situation of our school systems.
2. **Vice Chairman Bullard:** Since the Board Retreat/Workshop, have we come up with any type of Stimulus Package for our small or new businesses? We have a good Economic Development Director on board and I would like for the County Manager and the Economic Development Director to work on this.
3. **Commissioner Russ:** I was in Riegelwood with Sheriff Batten during one of the community watches, and he is doing a good job. We should encourage these community watches all over the county.
4. **Commissioner Byrd:** I am getting a lot of questions from the Hallsboro and Farmers Union areas about the County water, and I would like to know where we stand. Mr. Clark replied stating there were not enough signups in the area the make the water lines feasible.
5. **Chairman Prevatte:** stated the following:
  - A. There will be a 2009 North Carolina Association of County Commissioners District Meeting on April 15, 2009 in Duplin County in Kenansville, at no charge, at the Agribusiness Center. We need representation at this meeting;
  - B. Representatives from Environmental Credit Corporation were in town today, and they did a walk around at the Landfill to get a visual of the site; **and**
  - C. Mr. Clark has applied for a Kate B. Reynolds Grant in the amount of \$67,000 for the electricity at the Landfill site.

**C. County Manager (William S. Clark):** stated the following:

1. Thanks to the Commissioners for attending the Board Retreat; **and**
2. The Personnel Committee has a meeting in the morning, we are getting closer to finishing this task, and we should be bringing this information to the Board in March, 2009.

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

At 8:11 P.M., Commissioner McKenzie made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S. § 143-318.11(6) Personnel, after a five (5) minute recess, seconded by Commissioner Norris. The motion unanimously passed.

**Agenda Item #23: 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 8:54 P.M., Commissioner Russ made a motion to adjourn Closed Session and resume Regular Session, seconded by Commissioner McKenzie. The motion unanimously passed.

**APPROVAL of CLOSED SESSION GENERAL ACCOUNTS:**

Steven W. Fowler, County Attorney, orally read the following Closed Session General Accounts:

1. The Board discussed with the County Manager his annual evaluation;
2. Discussion of the Public Utilities Position; **and**
3. Discussion of Evaluation of the Tax Administrator, Clerk to the Board and the County Attorney.

Commissioner McKenzie made a motion to approve the Closed Session General Accounts, seconded by Commissioner Russ. The motion unanimously passed.

**Agenda Item #24: ADJOURNMENT:**

At 8:57 P.M., Commissioner McKenzie made a motion to adjourn, seconded by Commissioner Byrd. 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  
COMBINATION BOARD MEETING**

**Monday, February 16, 2009**

**7:51 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**  
Ricky Bullard, **Vice Chairman**  
Amon E. McKenzie  
Giles E. (Buddy) Byrd  
Edwin Russ  
Lynwood Norris  
Ronald Gore

**APPOINTEES PRESENT:**

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

**MEETING CALLED TO ORDER:**

At 7:51 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 #18: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:**

February 02, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (5 sets)

Commissioner Norris made a motion to approve the February 02, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded Commissioner McKenzie. The motion unanimously passed.

**Agenda Item #19: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III and V - APPROVAL of ADJUSTMENTS to the JANUARY, 2009 MONTHLY WATER BILLS:**

The Public Utilities Department, requested Board approval of the following adjustments to the January, 2009 Monthly Water Bills for Columbus County Water and Sewer District I.

**DISTRICT I ADJUSTMENTS FOR THE MONTH OF JANUARY, 2009**

<b><u>DATE</u></b>	<b><u>ACCT #</u></b>	<b><u>ACCT NAME</u></b>	<b><u>ADJ AMT</u></b>	<b><u>REASON FOR ADJUSTMENT</u></b>
1/4/2009	102965	ALEJANDRO MARTINEZ	50.00	METER TAMPERING
1/5/2009	104100	BILLY MCCUMBEE	100.00	METER TAMPERING



1/6/2009	102720.0098	AUDREY NEALEY	25.00	RETURN CHECK
1/6/2009	102720.0098	AUDREY NEALEY	25.00	RETURN CHECK FEE
1/8/2009	103520.0094	ALICE HINSON	-287.00	BILLING ERROR
1/9/2009	102620.0098	DILLIE INMAN	-50.00	TRANSFER OF DEPOSIT
1/9/2009	102620.0096	DILLIE INMAN	50.00+	TRANSFER OF DEPOSIT
1/13/2009	301845.0095	KELLIE SOLES	-107.10	BILLING ERROR
1/15/2009	303760.0098	DORIS CORBETT	25.00	DISCONNECT FEE
1/23/2009	102620.0098	DILLIE INMAN	50.00	INCORRECT ADJUSTMENT MADE
1/23/2009	102620.0098	DILLIE INMAN	105.00	INCORRECT ADJUSTMENT MADE
1/23/2009	102620.0098	DILLIE INMAN	55.00-	INCORRECT ADJUSTMENT MADE
1/26/2009	207054.0098	PERSELL HAWKINS	248.00	RETURN CHECK
1/27/2009	101290	LORETTA HEATH	-30.00	CUT OFF FEE WAIVED
1/30/2009	208610	BRENDA BROWN	-5.00	PENALTY WAIVED
1/30/2009	208610	BRENDA BROWN	-30.00	CUT OFF FEE WAIVED
		<b>TOTAL</b>	<b>\$183.00</b>	

Commissioner McKenzie made a motion to approve the monthly adjustments to the January, 2009 water bills for Columbus County Water and Sewer District I, seconded by Commissioner Byrd. The motion unanimously passed.

**ADJOURNMENT:**

At 7:53 P.M., Commissioner Norris made a motion to adjourn, seconded by Vice Chairman Bullard. 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  
COMBINATION BOARD MEETING  
Monday, February 16, 2009  
7:51 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**  
Ricky Bullard, **Vice Chairman**  
Amon E. McKenzie  
Giles E. (Buddy) Byrd  
Edwin Russ  
Lynwood Norris  
Ronald Gore

**APPOINTEES PRESENT:**

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

**MEETING CALLED TO ORDER:**

At 7:51 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 #18: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:**

February 02, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (5 sets)

Commissioner Norris made a motion to approve the February 02, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded Commissioner McKenzie. The motion unanimously passed.

**Agenda Item #19: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III and V - APPROVAL of ADJUSTMENTS to the JANUARY, 2009 MONTHLY WATER BILLS:**

The Public Utilities Department, requested Board approval of the following adjustments to the January, 2009 Monthly Water Bills for Columbus County Water and Sewer District II.

**DISTRICT II ADJUSTMENTS FOR THE MONTH OF JANUARY, 2009**

<u>DATE</u>	<u>ACCT #</u>	<u>ACCT NAME</u>	<u>ADJ AMT</u>	<u>REASON FOR ADJUSTMENT</u>
1/7/2009	132610.0095	WAYNE MOODY	-50.00	BILLING ERROR
1/7/2009	132610.0095	WAYNE MOODY	50.00	DEPOSIT REFUNDED

1/7/2009	141680	WILLIAM FLOYD	-30.00	CUT OFF FEE WAIVED
1/7/2009	132620	HART'S ELECTRICAL	-13.33	CUST REFUND
1/8/2009	132775	VURAN SINGLETON	100.00	TAP FEE
1/9/2009	132340.0097	PRISCILLA BROWN	-32.00	COUNTY LEAK
1/13/2009	120270.0094	DONNA SOLES	-200.00	BILLING ERROR
1/13/2009	121410.0094	MAMIE DAVIS	-22.50	BILLING ERROR
1/13/2009	143350.0098	EVA WILLIAMSON	30.00	RETURN CHECK
1/13/2009	143350.0098	EVA WILLIAMSON	25.00	RETURN CHECK FEE
1/15/2009	144198.0098	GARY & THERESA LENNON	-100.00	CUSTOMER MOVED
1/15/2009	143490.0098	MYRON WILLIAMSON	42.00	RETURN CHECK (EVA WILLIAMSON)
1/23/2009	132610.0095	WAYNE MOODY	100.00	INCORRECT ADJUSTMENT MADE
1/23/2009	143350.0098	EVA WILLIAMSON	-30.00	RETURN CHECK
1/26/2009	121470.0097	ERNESTINE BOONE	148.00	RETURN CHECK
1/26/2009	121470.0097	ERNESTINE BOONE	25.00	RETURN CHECK FEE
1/26/2009	143840.0097	GARY B NOBLES SR.	29.00	RETURN CHECK
1/26/2009	143840.0097	GARY B NOBLES SR.	25.00	RETURN CHECK FEE
1/26/2009	131480.0097	SCOTT & AMANDA CONNER	33.00	RETURN CHECK
1/26/2009	131480.0097	SCOTT & AMANDA CONNER	25.00	RETURN CHECK FEE
1/27/2009	121470	ERNESTINE BOONE	-30.00	CUT OFF FEE WAIVED
1/27/2009	131280	TREVOR A. CAMERON	-30.00	CUT OFF FEE WAIVED
1/27/2009	141238	JOHN A BEST	-30.00	CUT OFF FEE WAIVED
1/27/2009	143340	PAPA G'S	-30.00	CUT OFF FEE WAIVED
		<b>TOTAL</b>	<b>34.17</b>	

Commissioner McKenzie made a motion to approve the monthly adjustments to the January, 2009 water bills for Columbus County Water and Sewer District II, seconded by Commissioner Byrd. The motion unanimously passed.

**ADJOURNMENT:**

At 7:53 P.M., Commissioner Norris made a motion to adjourn, seconded by Vice Chairman Bullard. 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  
COMBINATION BOARD MEETING**

**Monday, February 16, 2009**

**7:51 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**  
Ricky Bullard, **Vice Chairman**  
Amon E. McKenzie  
Giles E. (Buddy) Byrd  
Edwin Russ  
Lynwood Norris  
Ronald Gore

**APPOINTEES PRESENT:**

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

**MEETING CALLED TO ORDER:**

At 7:51 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 #18: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:**

February 02, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (5 sets)

Commissioner Norris made a motion to approve the February 02, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded Commissioner McKenzie. The motion unanimously passed.

**Agenda Item #19: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III and V - APPROVAL of ADJUSTMENTS to the JANUARY, 2009 MONTHLY WATER BILLS:**

The Public Utilities Department, requested Board approval of the following adjustments to the January, 2009 Monthly Water Bills for Columbus County Water and Sewer District III.

**DISTRICT III ADJUSTMENTS FOR THE MONTH OF JANUARY, 2009**

<b><u>DATE</u></b>	<b><u>ACCT #</u></b>	<b><u>ACCT NAME</u></b>	<b><u>ADJ A,MT</u></b>	<b><u>REASON FOR ADJUSTMENT</u></b>
1/9/2009	360330.0096	STEPHANINE CARTRETTE	50.00	DEPOSIT TRANSFERRED
1/9/2009	370020.0097	STEPHANINE CARTRETTE	-50.00	DEPOSIT TRANSFERRED

1/13/2009	330175.0098	ADDIE HAYNES	25.00	RETURN CHECK
1/13/2009	330175.0098	ADDIE HAYNES	25.00	RETURN CHECK FEE
1/14/2009	360220	WESTERN PRONG	-62.00	CUSTOMER LEAK
1/15/2009	340600.0098	NORTHWOOD ASSEMBLY	-30.00	CUT OFF FEE WAIVED (PER LEROY)
1/22/2009	330175.0098	ADDIE HAYNES	-5.00	PEN WAIVED
1/23/2009	370020.0097	STEPHANINE CARTRETTE	-50.00	INCORRECT ADJUSTMENT MADE
1/23/2009	360330.0096	STEPHANINE CARTRETTE	50.00	INCORRECT ADJUSTMENT MADE
		<b>TOTAL</b>	<b>(47.00)</b>	

Commissioner McKenzie made a motion to approve the monthly adjustments to the January, 2009 water bills for Columbus County Water and Sewer District III, seconded by Commissioner Byrd. The motion unanimously passed.

**ADJOURNMENT:**

At 7:53 P.M., Commissioner Norris made a motion to adjourn, seconded by Vice Chairman Bullard. 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  
COMBINATION BOARD MEETING**

**Monday, February 16, 2009**

**7:51 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**  
Ricky Bullard, **Vice Chairman**  
Amon E. McKenzie  
Giles E. (Buddy) Byrd  
Edwin Russ  
Lynwood Norris  
Ronald Gore

**APPOINTEES PRESENT:**

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

**MEETING CALLED TO ORDER:**

At 7:51 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 #18: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:**

February 02, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (**5 sets**)

Commissioner Norris made a motion to approve the February 02, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded Commissioner McKenzie. The motion unanimously passed.

**ADJOURNMENT:**

At 7:53 P.M., Commissioner Norris made a motion to adjourn, seconded by Vice Chairman Bullard. 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**  
**COMBINATION BOARD MEETING**

**Monday, February 16, 2009**

**7:51 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**  
 Ricky Bullard, **Vice Chairman**  
 Amon E. McKenzie  
 Giles E. (Buddy) Byrd  
 Edwin Russ  
 Lynwood Norris  
 Ronald Gore

**APPOINTEES PRESENT:**

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

**MEETING CALLED TO ORDER:**

At 7:51 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 #18: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of BOARD MEETING MINUTES:**

February 02, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting (5 sets)

Commissioner Norris made a motion to approve the February 02, 2009 **Combination Meeting** of Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded Commissioner McKenzie. The motion unanimously passed.

**Agenda Item #19: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III and V - APPROVAL of ADJUSTMENTS to the JANUARY, 2009 MONTHLY WATER BILLS:**

The Public Utilities Department, requested Board approval of the following adjustments to the January, 2009 Monthly Water Bills for Columbus County Water and Sewer District V.

**DISTRICT V ADJUSTMENTS FOR THE MONTH OF JANUARY, 2009**

<b><u>DATE</u></b>	<b><u>ACCT #</u></b>	<b><u>ACCT NAME</u></b>	<b><u>ADJ AMT</u></b>	<b><u>REASON FOR ADJUSTMENT</u></b>
1/2/2009	800478	E. MAGALINE CRIBB	-60.00	UNUSUAL HIG READ (PER LEROY)
1/7/2009	800438.0098	VIRGIL LONG	-21.00	BILLING ERROR

1/7/2009	800596	WAYNE & CONNIE COX	-21.00	BILLING ERROR
1/7/2009	800674.0098	LARRY GORE	-21.00	BILLING ERROR
1/8/2009	800662.0098	DELANE & ALDEMON TYREE	-48.00	BILLING ERROR
1/1/2009	800472.0098	VIOLET GORE	-48.00	BILLING ERROR
1/8/2009	800587	HARRY GREEN	-21.00	BILLING ERROR
1/12/2009	800593	BRENDA STOCKS	-21.00	BILLING ERROR
1/13/2009	800461.0098	MATTHEW EDWARDS	-21.00	BILLING ERROR
1/14/2009	800670.0098	TOMMY WARD	-21.00	BILLING ERROR
1/14/2009	800672.0098	TOMMY WARD	-21.00	BILLING ERROR
1/16/2009	800641.0098	WILLIAM D. STEVENS	-21.00	BILLING ERROR
1/16/2009	800610.0098	GUY & BETTY GORE	-24.00	BILLING ERROR
1/26/2009	701250	NC DEPT OF CORRECTION	-5.00	PENALTY WAIVED
1/26/2009	701250	NC DEPT OF CORRECTION	-30.00	CUT OFF FEE WAIVED
1/27/2008	800671	LARRY GORE	-5.00	PENALTY WAIVED
1/27/2009	800671	LARRY GORE	-30	CUT OFF FEE WAIVED
1/27/2009	800671	LARRY GORE	-21.00	BILLING ERROR
1/30/2009	800692	ROY GORE	-42.00	BILLING ERROR
1/30/2009	800692	ROY GORE	-5.00	PENALTY WAIVED
1/30/2009	800692	ROY GORE	-30.00	CUT OFF FEE WAIVED
<b>TOTAL</b>			<b>(507.00)</b>	

Commissioner McKenzie made a motion to approve the January, 2009 monthly water bills for Columbus County Water and Sewer District V, seconded by Commissioner Byrd. The motion unanimously passed.

**ADJOURNMENT:**

At 7:53 P.M., Commissioner Norris made a motion to adjourn, seconded by Vice Chairman Bullard. The motion unanimously passed.

**APPROVED:**

---

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

---

**JAMES E. PREVATTE, Chairman**