

**COLUMBUS COUNTY BOARD OF COMMISSIONERS****February 05, 2007****6:15 P.M.**

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

**COMMISSIONERS PRESENT:**

Sammie Jacobs, **Chairman**  
 James E. Prevatte, **Vice Chairman**  
 Amon E. McKenzie (Arrived: 6:39 P.M.)  
 Bill Memory  
 Lynwood Norris  
 Ricky Bullard  
 Ronald Gore

**APPOINTEES PRESENT:**

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

**5:00 P.M.****COLUMBUS REGIONAL HEALTHCARE SYSTEM - ANNUAL AUDIT PRESENTATION and DINNER:**

At 5:00 P.M., Columbus Regional Healthcare System and Affiliates presented the Consolidated Financial Statements and Supplemental Schedules to the Columbus County Board of Commissioners bearing date of September 30, 2006 and 2005. This presentation was made by Don McNeil, CPA, Dixon Hughes, PLLC, after a delicious dinner was served. The following were in attendance:

**Columbus Regional Healthcare System Board of Trustees:**

Andy Martin, The Honorable Lynwood Norris, Bobby Deans, Samuel Wheatley, MD, Emogene Suggs and Sherry Prince

**Columbus Regional Healthcare System Staff Members:**

Bill Clark, CEO and Barbara Hale, CFO

**Columbus County Board of Commissioners:**

Chairman Sammie Jacobs, Vice Chairman James E. Prevatte, Commissioners Bill Memory, Lynwood Norris, Ricky Bullard and Ronald Gore

**6:15 P.M.****PUBLIC HEARING:**

**COLUMBUS COUNTY INDUSTRIAL FACILITIES and POLLUTION CONTROL FINANCING AUTHORITY - proposed issuance of \$13,500,000 Environmental Improvement Revenue Refunding Bonds, Series A, \$8,300,000 Environmental Improvement Revenue Refunding Bonds, Series B, and \$7,700,000 Environmental Improvement Revenue Refunding Bonds, Series C:** all who appear will be given an opportunity to express their view for, or against, the proposal to issue the Bonds.

**PUBLIC HEARING CALLED TO ORDER:**

At 6:15 P.M., Chairman Jacobs called the Public Hearing to order, and requested Brenton D. Jeffcoat, McGuireWoods, LLP, attorney for International Paper, to explain what this hearing was about.

Mr. Jeffcoat stated the following:

1. The Columbus County Industrial Facilities and Pollution Control Financing Authority is the issuer of these bonds;
2. It is a legal requirement to have a hearing conducted by the Columbus County Governing Body;
3. At this time, the interest rates are lower, therefore by refinancing these bonds, a large savings will be realized;
4. Originally, these bonds were call protection, which means they could not be refinanced until now;
5. One (1) of these bonds will be done now, and the remaining two (2) bonds will be done later

- at the appropriate time;
6. We have submitted the appropriate paperwork to the Local Government Commission, and they seem to be okay with this;
  7. The following people are in attendance here tonight regarding this matter:
    - A. Tommy Williamson;
    - B. Ed Cruel, Environmental Manager;
    - C. Kim Gill, Public Relations; **and**
    - D. Floyd Whitmire, who basically runs the operation; **and**
  8. I will request that Floyd Whitmire deliver an overview of how these bonds will benefit International Paper.

Floyd Whitmire stated the following:

1. As you are well aware, International Paper uses a large volume of water, and these bonds deal with the use and recycling of water;
2. These also deal with the use of reusable fuel; **and**
3. With the lower interest rates, we could save money.

Lionel Todd, Chairman of the Columbus County Industrial Facilities and Pollution Control Financing Authority, stated the following:

1. We truly appreciate International Paper;
2. We appreciate the County Commissioners;
3. These bonds were originally started in 1996; **and**
4. As a savings to International Paper, they need to be refinanced.

Chairman Jacobs asked if there were any comments from the public. No additional comments, either oral or written, were made.

**PUBLIC HEARING CLOSED:**

At 6:21 P.M., Commissioner Norris made a motion for the Public Hearing to be closed, seconded by Commissioner Memory. The motion unanimously carried.

**REGULAR SESSION:**

**6:30 P.M.**

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

At 6:30 P.M., Chairman Sammie Jacobs called the meeting to order. The invocation was delivered by Commissioner Bill Memory. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Vice Chairman James E. Prevatte.

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

Commissioner Norris made a motion to approve the January 16, 2007 Regular Session Minutes, as recorded, seconded by Commissioner Gore.

Commissioner Memory stated the following:

1. If the January 16, 2007 Regular Session Board Minutes are approved, it would be in contradiction to a previous motion made, and passed by the Board, relative to the implementation of changes being made;
2. The previous motion states that when changes are made, that there must be two (2) readings before being approved and adopted; **and**
3. On Page 753 of the January 16, 2007 Board Minutes, this needs to state that this is the first reading.

Commissioner Norris withdrew his motion to approve the January 16, 2007 Regular Session Board Minutes, as recorded, and Commissioner Gore withdrew his second.

Commissioner Norris made a motion to approve the January 16, 2007 Regular Session Board Minutes, with the addition of **“for the first reading”** being added to the motion made by Commissioner Bullard on Page 753. This motion was seconded by Commissioner Gore and unanimously carried.

**Agenda Item #5: COLUMBUS COUNTY INDUSTRIAL FACILITIES and POLLUTION CONTROL FINANCING AUTHORITY - Resolution Approving the Issuance by the Columbus County Industrial Facilities and Pollution Control Financing Authority of its Environmental Improvement Revenue Refunding Bonds, 2007 Series A (International Paper Company Project) in the Aggregate Principal Amount of not to Exceed \$13,500,000 and its Environmental Improvement Revenue Refunding Bonds, 2007 Series B (International Paper Company Project) in the Aggregate Principal Amount of not to exceed \$8,300,000 and its Solid Waste Disposal Revenue Refunding Bonds, 2007 Series C (International Paper Company Project) in the Aggregate Principal Amount of not to exceed \$7,700,000**

Brenton D. Jeffcoat, Attorney for International Paper, requested Board approval of the following Resolution. The required Public Hearing was conducted prior to this meeting.

**RESOLUTION APPROVING THE ISSUANCE BY THE COLUMBUS COUNTY INDUSTRIAL FACILITIES AND POLLUTION CONTROL FINANCING AUTHORITY OF ITS ENVIRONMENTAL IMPROVEMENT REVENUE REFUNDING BONDS, 2007 SERIES A (INTERNATIONAL PAPER COMPANY PROJECT) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$13,500,000 AND ITS ENVIRONMENTAL IMPROVEMENT REVENUE REFUNDING BONDS, 2007 SERIES B (INTERNATIONAL PAPER COMPANY PROJECT) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,300,000 AND ITS SOLID WASTE DISPOSAL REVENUE REFUNDING BONDS, 2007 SERIES C (INTERNATIONAL PAPER COMPANY PROJECT) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,700,000**

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WHEREAS, the Board of County Commissioners has created a political subdivision and body corporate and politic of the State of North Carolina known as "The Columbus County Industrial Facilities and Pollution Control Financing Authority" (the "Authority"); and

WHEREAS, the Authority is authorized under the Industrial and Pollution Control Facilities Financing Act, Chapter 159C of the General Statutes of North Carolina, as amended (the "Act"), to issue revenue bonds for the purpose, among others, of paying all or any part of the cost of any project (as defined in the Act), to issue bonds to refund such revenue bonds, and to make and execute financing agreements, security documents and other contracts and instruments necessary or convenient in the exercise of such powers; and

WHEREAS, the Authority has authorized the issuance of its Environmental Improvement Revenue Refunding Bonds, 2007 Series A (International Paper Company Project), in the aggregate principal amount of not to exceed \$13,500,000 (the "Series A Refunding Bonds") and its Environmental Improvement Revenue Refunding Bonds, 2007 Series B (International Paper Company Project), in the aggregate principal amount of not to exceed \$8,300,000 (the "Series B Refunding Bonds") and its Solid Waste Disposal Revenue Refunding Bonds, 2007 Series C (International Paper Company Project), in the aggregate principal amount of not to exceed \$7,700,000 (the "Series C Refunding Bonds," collectively with the Series A Refunding Bonds and Series B Refunding Bonds, hereinafter referred to as the "Bonds") the proceeds thereof to be made available to International Paper Company (the "Company") to refinance certain sewage facilities and solid waste disposal facilities (the "Projects") located in Columbus County, North Carolina, for use by the Company in connection with its Riegelwood pulp and paper board plant; and

WHEREAS, pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), a public hearing on the issuance of the Bonds was held by this Board of Commissioners on February 5, 2007. Such public hearing was held pursuant to public notice published on January 22, 2007 in The News Reporter, a newspaper of general circulation in Columbus County, North Carolina; and

WHEREAS, Section 147(f) of the Code provides that the Bonds must be approved by the applicable elected representative of the appropriate governmental unit following a public hearing pursuant to reasonable public notice in order for interest on such bonds to be tax exempt; and

WHEREAS, this Board of Commissioners desires to make a record by this Resolution that

the refinancing of the Projects and the proposed issuance of the Bonds are approved in principle.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Columbus County, North Carolina as follows:

- 1. This Board of Commissioners hereby finds and determines that opportunity for all taxpayers, residents and other interested persons to express their views for or against said refinancing of the Projects and issuance of the Bonds was provided at said public hearing.
- 2. This Board of Commissioners does hereby approve the refinancing of the Projects and does approve in principle the issuance of the Bonds.
- 4. This Board of Commissioners does hereby declare that this Resolution constitutes the public approval required by Section 147(f) of the Code.
- 6. The Clerk of this Board of Commissioners is hereby authorized and directed to provide certified copies of this Resolution to the Authority, to the North Carolina Department of Commerce, to the Division of State and Local Government Finance for the State of North Carolina, and to the Local Government Commission.
- 7. This resolution shall take effect immediately upon its passage.

Passed and approved February 5, 2007.

/s/ **SAMMIE JACOBS**  
Chairman

(SEAL)

Attest: /s/ **JUNE B. HALL**  
Clerk

STATE OF NORTH CAROLINA     )  
   )  
COUNTY OF COLUMBUS             )

I, June Hall, DO HEREBY CERTIFY that I am the duly qualified and acting Clerk of the County Board of Commissioners of Columbus, County, North Carolina and keeper of the official minutes thereof, and that the foregoing is a true copy of certain of the proceedings of the County Board of Commissioners taken at a meeting held at the time and place shown on the front page of these excerpts of minutes and is a complete copy of so much of the recorded minutes of said meeting as relates in any way to the passage of the resolution hereinabove set forth.

I DO HEREBY FURTHER CERTIFY that a schedule of regular meetings of said County Board, stating that regular meetings are held on the first Monday and the third Monday of each month at 6:30 P.M., respectively, in the Dempsey B. Herring Courthouse Annex, 112 West Smith Street in Whiteville, North Carolina, has been on file in my office pursuant to G.S. 143-318.12 as of a date not less than seven days before said meeting.

WITNESS my hand and the official seal of Columbus County, North Carolina this 7th day of February, 2007.

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

(SEAL)

Commissioner Memory made a motion to approve the Resolution Approving the Issuance by the Columbus County Industrial Facilities and Pollution Control Financing Authority of its Environmental Improvement Revenue Refunding Bonds, 2007 Series A (International Paper Company Project) in the Aggregate Principal Amount of not to exceed \$13,500,000 and its Environmental Improvement Revenue Refunding Bonds, 2007 Series B (International Paper Company Project) in the Aggregate Principal Amount of not to exceed \$8,300,000 and its Solid Waste Disposal Revenue Refunding Bonds, 2007 Series C (International Paper Company Project)

in the Aggregate Principal Amount of not to exceed \$7,700,000, seconded by Vice Chairman Prevatte. The motion unanimously carried.

**Agenda Item #6: ANIMAL CRUELTY INVESTIGATORS - UPDATE ON LACEY, the RESCUED HORSE:**

Lisa Hartman, Animal Cruelty Investigator, delivered the following update on Lacey, the rescued horse:

1. As a result of the court proceedings, we were able to retain ownership of Lacey;
2. The previous owner of Lacey was given twenty-four (24) months of supervised probation;
3. We received one thousand and 00/100 (\$1,000.00) dollars in restitution;
4. The down side of this is finding Lacey a permanent home;
5. We have located another horse in Columbus County, and have already spent two hundred and 00/100 (\$200.00) on care, and the owner is being very compliant to our requests;
6. As you can see from the handout, our expenses have increased for the upkeep of Lacey;
7. I am requesting that Columbus County allocate the needed funds for the treatment of abused/neglected horses; **and**
8. We looked at three (3) other horses in Columbus County today that may need to be rescued.

**Agenda Item #7: COLUMBUS COUNTY CITIZENS for BETTER GOVERNMENT - REQUEST for BOARD CONSIDERATION of the REDISTRICTING of COMMISSIONERS' DISTRICTS:**

~~Deleted (Per: Harry Foley's Request)~~

**Agenda item #8: TAX - REQUESTING APPROVAL to ADVERTISE DELINQUENT TAXES:**

In accordance with N.C.G.S. § 105-369, Richard Gore, Columbus County Tax Administrator, reported to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property. Commissioner Memory made a motion to order Richard Gore, Columbus County Tax Administrator, to advertise the tax liens, seconded by Commissioner Norris. The motion unanimously carried.

**Agenda Item #9: AGING - RECOGNITION of STAFF MEMBERS:**

Ed Worley, Aging Director, stated the following:

1. The Columbus County Department of Aging has been re-certified for another three (3) years;
2. Judy Ward headed the team up that was working on this project;
3. We were able to obtain this re-certification by hard work in conjunction with Judy Ward, Pat Harrelson, all of the Senior Center Coordinators, which are as follows:
  - Jean Powers                      Whiteville Senior Center
  - Ruby Shelley                      Chadbourn Senior Center
  - Faye Stocks                      Tabor City Senior Center
  - Catherine Spaulding              Bolton Senior Center
  - Lillie Young                      East Columbus Senior Center
  - Jeannette Long                      Bug Hill Senior Center
  - Michelle Dippel                      Fair Bluff Senior Center;
4. This re-certification means that we will be able to receive forty-six thousand and 00/100 (\$46,000.00) dollars each year for the next three (3) years; **and**
5. I would like to recognize each of these ladies for all of their hard work in accomplishing this.

**Agenda Item #10: ORDINANCE - HAZARDOUS MATERIAL and SUBSTANCE ABATEMENT:**

Steven W. Fowler, Columbus County Attorney, requested Board approval and adoption of the following Hazardous Material and Substance Abatement Ordinance.

COUNTY OF COLUMBUS            )  
   )  
 STATE OF NORTH CAROLINA    )                      **COLUMBUS COUNTY ORDINANCE**

**Hazardous material and substance abatement**

**(A) Purpose and authority**

The County of Columbus (hereinafter "County") Fire Marshall or his designee shall have the authority to summarily abate, control, contain, remove, or remedy hazardous materials or substances which are emitted into the environment or are left unattended in such a manner as to endanger the health, safety or welfare of the general public or the environment. The County fire Marshall or his designee shall have the authority to enter public or private property, with or without the owner's consent, to respond to such hazardous materials emergencies. The County Fire Marshall or his designee shall determine the type, amount and quantity of equipment and personnel required to adequately abate, control, contain, remove, or remedy all hazardous materials or substances which are emitted into the environment or which are left unattended in such a manner as to endanger the health, safety or welfare of the general public or the environment.

**(B) Definitions**

For the purposes of this section the following definitions shall apply, unless a different meaning appears from the context:

- (1) *"Hazardous material or substance"* means any material or substance defined as a hazardous material under North Carolina General Statute Section 166A-21 (see Attachment "A" of this ordinance), and also includes any material or substance which, when discharged in any quantity, may present a danger to either the health, safety or welfare of the general public, or to the environment.
- (2) *"Exercising or having control over"* means, but not be limited to, any person using, transferring, storing, possessing or transporting a hazardous material or substance immediately prior to release of such hazardous material or substance on to the land or into the air or the waters within the county limits.
- (3) *"Hazardous material and substance response"* means the sending of any fire department and/or rescue department equipment, *that receives any funding by County*, and/or personnel to abate, control, contain, remove, or remedy any hazardous material or substance which endanger the health, safety or welfare of the general public or the environment.
- (4) *"Person"* means any individual, firm, partnership, association, institution, corporation, organization, unit of local government, governmental agency, or any other group acting as a unit.

**(C) Responsibility; fees and charges**

Any property owner and/or person exercising or having control over any hazardous material or substance, or property owner and/or person that create a hazardous material or substance emergency shall be held financially responsible and liable for the response, abatement, control, containment, removal, and remedial costs incurred by the County and any County fire department during the emergency. The property owner and/or the person exercising control over such hazardous material or substance shall assist the fire department in the abatement, control, containment, removal and remedial measures associated with the hazardous material emergency. Assistance shall consist of, but not be limited to, any or all of the following:

- (1) Compliance with the direction of the fire department and/or rescue department.
- (2) Supply of emergency response plan information for the site.
- (3) Supply of emergency response equipment, personnel and materials available on site.
- (4) Informing fire department and/or rescue department personnel of all matters pertaining to the incident.

**(D) Payment and collection of penalties**

- (a) The cost incurred by the County and any County fire department and/or rescue department in responding to, abating, controlling, containing, removing, or otherwise remedying a hazardous material or substance emergency shall be assessed to the responsible party as set forth in subsection © above, which assessment shall be in writing and delivered to the responsible party and/or its registered agent by personal delivery, first-class United States

- Mail, commercial delivery carrier or by registered or certified United States Mail return receipt requested, and shall be paid within thirty (30) of receipt thereof.
- (b) Failure to pay the charges as assessed shall give the county the right to levy a lien upon the land, property or the premises where the hazardous material or substance emergency arose and said lien shall be collected as unpaid taxes as provided in North Carolina General Statute Section 153A-140 (See Attachment "B" of this Ordinance).
  - © ) All assessed charges or portions thereof not paid within thirty (30) days after the receipt of a statement of charges, shall bear interest at the rate of eight (8) percent per annum until paid. If the statement of charges is delivered to the responsible party by first class mail, three days shall be added to the prescribed period within which payment shall be made. If a statement of charges is delivered to the responsible party by first-class United States Mail, three days shall be added to the prescribed period within which payment shall be made.
  - (d) All reasonable attorneys' fees and costs of collection shall be added to charges not paid within the required time period.

#### **ATTACHMENT "A"**

##### **§ 166A-21. Definitions.**

As used in this Article:

- (1) "Hazardous materials emergency response team" or "hazmat team" means an organized group of persons specially trained and equipped to respond to and control actual or potential leaks or spills of hazardous materials.
- (2) "Hazardous material" means any material defined as a hazardous substance under 29 Code of Federal Regulations § 1910.120(a)(3).
- (3) "Hazardous materials incident" or "hazardous materials emergency" means an uncontrolled release or threatened release of a hazardous substance requiring outside assistance by a local fire department or hazmat team to contain and control.
- (4) "Regional response team" means a hazmat team under contract with the State to provide response to hazardous materials emergencies occurring outside the hazmat team's local jurisdiction at the direction of the Department of Crime Control and Public Safety, Division of Emergency Management.
- (5) "Secretary" means the Secretary of the Department of Crime Control and Public Safety.
- (6) "Technician-level entry capability" means the capacity of a hazmat team, in terms of training and equipment as specified in 29 Code of Federal Regulations § 1910.120, to respond to a hazardous materials incident requiring affirmative measures, such as patching, plugging, or other action necessary to stop and contain the release of a hazardous substance at its source.
- (7) "Terrorist incident" means activities that occur within the territorial jurisdiction of the United States, involve acts dangerous to human life that are a violation of the criminal laws of the United States or of any state, and are intended to do one of the following:
  - a. Intimidate or coerce a civilian population.
  - b. Influence the policy of a government by intimidation or coercion.
  - c. Affect the conduct of a government by mass destruction, assassination, or kidnapping. (1993 (Reg. Sess., 1994), c. 769, s. 22.4(b); 1997-456, s. 27; 2002-179, s. 21(b).)

#### **ATTACHMENT "B"**

##### **§ 153A-140. Abatement of public health nuisances.**

A county shall have authority, subject to the provisions of Article 57 of Chapter 106 of the General Statutes, to remove, abate, or remedy everything that is dangerous or prejudicial to the public health or safety. Pursuant to this section, a board of commissioners may order the removal of a swimming pool and its appurtenances upon a finding that the swimming pool or its appurtenances is dangerous or prejudicial to public health or safety. The expense of the action shall be paid by the person in default, and, if not paid, shall be a lien upon the land or premises where the nuisance arose, and shall be collected as unpaid taxes. The authority granted by this section may only be exercised upon adequate notice, the right to a hearing, and the right to appeal to the General Court of Justice. Nothing in this section shall be deemed to restrict or repeal the authority of any municipality to abate or remedy health nuisances pursuant to G.S. 160A-174, 160A-193, or any other general or local law. This section shall not affect bona fide farms, but any use of farm property for non-farm purposes is subject to this section. (1981 (Reg. Sess., 1982), c. 1314, s. 1; 2002-116, s. 2.)

Commissioner Memory stated the following relative to the need for this Ordinance to be approved and adopted by the Board:

1. The critical needs comes out of the Eastern end of the County;
2. There were two (2) bad wrecks that resulted in expensive cleanup by our fire departments who had to bear the expense that was entailed for the materials and gear that was used; **and**
3. This document will allow the reimbursement of this expense to be reimbursed by the said insurance company(ies).

Commissioner Memory made a motion to approve the first reading of the Columbus County Hazardous Material and Substance Abatement Ordinance, seconded by Commissioner Gore. The motion unanimously carried. This document is to be placed on the February 19, 2007 Agenda for the second reading.

**Agenda Item #11: AGING - DEPARTMENTAL UPDATE:**

Ed Worley, Aging Director, delivered the following Departmental Update to the Board

1. We maintain two hundred seventy-five (275) staff and contract workers;
2. We are involved in twenty-eight (28) programs;
3. We average dealing with one thousand (1,000) clients per day;
4. We supply seventy thousand (70,000) dinners to the senior citizens within the County, which is headed up by Pat Harrelson;
5. We have provided one hundred thirty (130) ramps and rails to our senior citizens, and other related materials;
6. A steady rate of clients is being maintained;
7. Our CAP Program moved from forty-ninth (49<sup>th</sup>) in the State to ninth (9<sup>th</sup>), which is good;
8. We have took the lead in the Medicare, Part D Program, which entails three thousand five hundred (3,500) people; **and**
9. Our Prescription Program has saved the senior citizens in Columbus County \$1.9 million.

**Agenda Item #12: SURPLUS PROPERTY DECLARATION:**

Steven W. Fowler, Columbus County Attorney, requested Board approval to declare certain standing timber, commonly known as the "Old Landfill Tract", located east of the intersection of Thompson Town Road (S.R. 1428) and Charlie Williamson Road (S.R. 1431), recorded in Deed Book 376, Page 362, Columbus County Registry, as surplus property.

Stuart Carroll, Purchasing Director, stated the following:

1. In accordance with State guidelines, no trees can be growing on a landfill;
2. The first step in this process is for the Board to declare this standing timber as surplus property;
3. After this standing timber is declared surplus property, Michael Rhodes will then cruise the timber for a sealed bid to be held, and a resolution will need to be approved for the sale of this timber; **and**
4. The next step will be for Michael Rhodes to seek Board approval for the award to the highest bidder for the sale of the said timber which has been declared as surplus property.

Commissioner McKenzie made a motion to declare certain standing timber, commonly known as the "Old Landfill Tract", located east of the intersection of Thompson Town Road (S.R. 1428) and Charlie Williamson Road (S.R. 1431), recorded in Deed Book 376, Page 362, Columbus County Registry, as surplus property, seconded by Commissioner Memory. The motion unanimously carried.

**Agenda Item #13: CONTRACTS - CONTRACTS for CONSULTING FORESTRY SERVICES and REFORESTATION and FOREST MANAGEMENT PRACTICES:**

Steven W. Fowler, Columbus County Attorney, requested Board approval of the award of the following three (3) contracts to Michael Rhodes, M.D. Rhodes and Associates, Incorporated, for the following:

1. Consulting Forestry Services - "Old Landfill Tract";



2. Reforestation and Forest Management Practices - "James Graham Tract"; **and**
3. Reforestation and Forrest Management Practices - "Prevatte Tract".

**STATE OF NORTH CAROLINA**

**COUNTY OF COLUMBUS**

**CONTRACT FOR  
CONSULTING FORESTRY SERVICES**

THIS CONTRACT is entered into by and between the COUNTY OF COLUMBUS, a North Carolina body politic, with its principle office and place of business in Columbus County (hereinafter called "COUNTY") and M. D. RHODES & ASSOCIATES, INC., a North Carolina corporation, with its principle office and place of business in Columbus County (hereinafter called "CONSULTANT").

W I T N E S S E T H :

WHEREAS, CONSULTANT has agreed to represent COUNTY in the sale of that certain timber described on Schedule "B." COUNTY grants to CONSULTANT the right to sell at the price and terms hereinafter set forth, or at any other price, terms or consideration to which the County shall agree in writing.

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

1. Scope of Services. CONSULTANT shall provide the services set forth in Schedule "A," attached hereto and made a part hereof by reference. CONSULTANT will devote such time as is reasonably necessary to fulfill the responsibilities set forth herein.
2. Term of Contract. The term of this contract shall be for two years from the date of signing by the County Commissioner Chairman, subject to prior termination pursuant to this contract.
3. Payment. COUNTY shall pay CONSULTANT a commission of seven percent (7%) of the gross price or value of the consideration involved in any such sale or transaction for services rendered pursuant to this contract.
4. Exclusive Contract. This contract is exclusive. CONSULTANT is not exclusively bound to COUNTY, and CONSULTANT is free to pursue other private employment on either a full or part time basis.
5. Independent Contractor. CONSULTANT acknowledges that, by entering into this contract and providing services, CONSULTANT is acting as an independent contractor. Neither CONSULTANT nor its employees, members or personnel shall be deemed or construed to be employees of COUNTY at any time during the duration of this contract. CONSULTANT shall be solely responsible for payment of all required State and Federal taxes PROVIDED, HOWEVER, that CONSULTANT shall provide such documentation as COUNTY deems necessary to meet any and all federal and state tax guidelines regarding employment contract employees.

As such independent contractor, CONSULTANT is not entitled to, nor shall be eligible for, any benefits provided by COUNTY to any of its permanent or temporary employees, including, but not limited to, vacation leave, sick leave, retirement, longevity and group insurance.

6. Indemnity. CONSULTANT shall indemnify and hold COUNTY, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney's fees, resulting from or on account of personal injuries or death or as a result of property damages arising out of or relating to the work to be performed by CONSULTANT hereunder, resulting from the negligence of or the willful act or omission of CONSULTANT, its agents, employees and subcontractors.

COUNTY hereby agrees it shall indemnify and hold CONSULTANT harmless from any and all claims, demands causes of actions, or other liability, including attorney's fees, resulting from or on account of personal injuries or death, or as a result of property damages arising out of or relating to the work to be performed by COUNTY's employees hereunder, resulting from the negligence of COUNTY's employees.

7. Insurance. CONSULTANT shall purchase and maintain the specified types and minimum

amounts of insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of "A" or higher, acceptable to COUNTY.

CONSULTANT shall maintain professional liability insurance providing liability limits of a minimum amount of ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00) annual aggregate. CONSULTANT shall have its insurance agent furnish COUNTY a certificate of insurance evidencing the existence of such coverage and providing for thirty (30) days' notice of any material change in coverage.

8. Certificates and Notice of Cancellation. Before commencing work under this contract, or within a reasonable time thereafter, both parties hereto shall furnish to each other any certificates of insurance required hereunder. Certificates of insurance shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by County."

The Certificate of Insurance, naming COUNTY as an additional insured, shall be further evidenced by an actual endorsement furnished to COUNTY from the Insurer within thirty (30) days of the signing of the contract or a reasonable time thereafter, between CONSULTANT and COUNTY.

9. Workers Compensation and Employers Liability Insurance. CONSULTANT shall purchase and maintain workers compensation and employers liability insurance coverage for all of CONSULTANT's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's liability insurance providing limits at least in the amount of \$100,000/500,000/100,000. applicable to claims due to bodily injury by accident or disease.

10. Automobile Liability Insurance. CONSULTANT shall purchase and maintain automobile liability insurance covering all owned and non-owned/hired vehicles, providing liability limits at least in the amount of \$250,000 per person and per occurrence for bodily injury and \$100,000.00 for property damage.

11. Conflict of Interest. No paid employee of COUNTY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this contract.

12. Subcontracts. CONSULTANT shall notify COUNTY of any subcontractor(s) being used prior to any subcontractor's work or preparations for work.

13. Binding Effect. This contract shall be binding upon the parties hereto, its successors, executors, administrators and assigns.

14. Further Actions. The parties will make and execute any and all additional instruments and documents required to carry out the purposes and intent of this contract.

15. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

16. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

17. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party, by mailing written notice of such change of address, by Certified Mail, Return Receipt Requested:

**To County:**

Columbus County Attorney

**Attention:** Steven W. Fowler

111 Washington Street

Whiteville, North Carolina, 28472

**To Consultant:**

M. D. Rhodes & Associates, Inc.  
P.O. Box 2158  
Whiteville, NC 28472

18. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

19. Nondiscrimination. CONSULTANT will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the activities which are the subject of this contract, because of race, creed, color, sex, age, disability, or national origin.

20. Amendments. This contract shall not be modified or otherwise amended except in writing and signed by the parties.

21. Termination. This agreement may be terminated at any time by either party, without penalty, provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. Net payment shall be appropriated at the date of termination.

22. Entire Agreement. This contract constitutes the entire understanding between the parties and supersedes all prior and independent contracts/agreements between the parties covering the subject matter hereof. Any change or modification of this contract must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplicate originals, to be effective as of the date signed by the Chairman of the Board of Columbus County Commissioners.

## BOARD OF COLUMBUS COUNTY COMMISSIONERS

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

Sammie Jacobs, Chairman

Date Signed: \_\_\_\_\_

## ATTESTED BY:

\_\_\_\_\_  
June B. Hall, Clerk to the Board

(SEAL)

## M. D. RHODES &amp; ASSOCIATES, INC.

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

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Steven W. Fowler, Columbus County Attorney

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

\_\_\_\_\_  
County Finance OfficerSTATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

This \_\_\_\_ day of \_\_\_\_\_, 2007, personally came before me, \_\_\_\_\_, a Notary Public of Columbus County, June B. Hall, who being by me duly sworn, says that she knows the official seal of the Board of Commissioners of Columbus County, and is acquainted with Sammie Jacobs, who is Chairman of said Board of Commissioners of Columbus County, and that she, the said June B. Hall, is the Clerk of the said Board of Commissioners of Columbus County, and saw the Chairman sign the foregoing instrument, and saw the said official seal of said Board of Commissioners of Columbus County affixed to the said instrument in the presence of said Chairman of said Board of Commissioners of Columbus County, all by order of said Board.

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

\_\_\_\_\_(SEAL)  
NOTARY PUBLIC

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

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

I \_\_\_\_\_ a notary public of Brunswick County, North Carolina, do certify that on this \_\_\_\_ day of \_\_\_\_\_, 2007 before me personally appeared \_\_\_\_\_, President of M. D. RHODES & ASSOCIATES, INC. and proved to me by satisfactory evidence to be the person whose name is signed on the preceding or attached instrument, and acknowledged to me that \_\_\_\_ signed it voluntarily for its stated purpose.

\_\_\_\_\_(SEAL)  
NOTARY PUBLIC

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

**SCHEDULE "A"**

**Scope of Services**

CONSULTANT

1. To procure a purchaser for the timber that is the subject of this contract, or any portion thereof.
2. To insure the best management practices are adhered to during any harvest operation.
3. To insure buffer areas are established where necessary.

COUNTY:

1. COUNTY agrees to pay consultant a commission of 7% of the gross price or value of the consideration involved in any such sale or transactions.
2. COUNTY agrees to pay the commission of 7% if the timber is sold within 10 months of the expiration of this contract provided the timber is sold to any person, firm or corporation with whom CONSULTANT has negotiated with regarding the sale of this timber that is the subject of this contract.
3. COUNTY shall guarantee continuous and uninterrupted access to the subject timber for the full term of this contract.

**SCHEDULE "B"**

**DESCRIPTION OF TIMBER**

Commonly known as the Old Landfill Tract and being more particularly described as follows:

Being all of that 193.77 acre tract of land inclusive of highway right-of-way as shown on that plat for "Columbus County Landfill Property" by Billy M. Duncan, Registered Land Surveyor, dated the 23<sup>rd</sup> day of July, 1986, and filed and recorded in the Office of the Register of Deeds of Columbus County, NC in Map Book 44, Page 7, on the 8<sup>th</sup> day of August, 1986. Reference is hereby made to said recorded map for a more particular and accurate description of the entire premises.

Save and except the 0.65 acre Cemetery, being reserved unto Garland Williamson and wife, Shelba P. Williamson.

## COUNTY OF COLUMBUS

## MANAGEMENT PRACTICES

THIS CONTRACT is entered into by and between the COUNTY OF COLUMBUS, a North Carolina body politic, with its principle office and place of business in Columbus County (hereinafter called "COUNTY") and M. D. RHODES & ASSOCIATES, INC., a North Carolina corporation, with its principle office and place of business in Columbus County (hereinafter called "CONTRACTOR").

W I T N E S S E T H :

WHEREAS, CONTRACTOR has agreed to perform and accomplish certain forest management work (the WORK) on certain real property owned by COUNTY described in the attached Exhibit "B."

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

1. Scope of Services. CONTRACTOR shall perform the WORK set forth in the attached Exhibit "A." CONTRACTOR will devote such time as is reasonably necessary to fulfill the responsibilities set forth herein.

2. Term of Contract. The term of this contract shall be for one year from the date of signing by the County Commissioner Chairman, subject to prior termination pursuant to this contract.

3. Payment. COUNTY shall pay CONTRACTOR the contract price as set forth in the attached Exhibit "A" for the SERVICES performed pursuant to this contract.

4. Exclusive Agreement. This agreement is exclusive. CONTRACTOR is not exclusively bound to COUNTY, and CONTRACTOR is free to pursue other private employment on either a full or part time basis.

5. Independent Contractor. CONTRACTOR acknowledges that, by entering into this contract and providing services, CONTRACTOR is acting as an independent contractor. Neither CONTRACTOR nor its employees, members or personnel shall be deemed or construed to be employees of COUNTY at any time during the duration of this contract. CONTRACTOR shall be solely responsible for payment of all required State and Federal taxes PROVIDED, HOWEVER, that CONTRACTOR shall provide such documentation as COUNTY deems necessary to meet any and all federal and state tax guidelines regarding employment contract employees.

As such independent contractor, CONTRACTOR is not entitled to, nor shall be eligible for, any benefits provided by COUNTY to any of its permanent or temporary employees, including, but not limited to, vacation leave, sick leave, retirement, longevity and group insurance.

6. Indemnity. CONTRACTOR shall indemnify and hold COUNTY, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney's fees, resulting from or on account of personal injuries or death, or as a result of property damages arising out of or relating to the work to be performed by CONTRACTOR hereunder, resulting from the negligence of or the willful act or omission of CONTRACTOR, its agents, employees and subcontractors.

COUNTY hereby agrees it shall indemnify and hold CONTRACTOR harmless from any and all claims, demands causes of actions, or other liability, including attorney's fees, resulting from or on account of personal injuries or death, or as a result of property damages arising out of or relating to the work to be performed by COUNTY's employees hereunder, resulting from the negligence of COUNTY's employees.

7. Insurance. CONTRACTOR shall purchase and maintain the specified types and minimum amounts of insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of "A" or higher, acceptable to COUNTY.

CONTRACTOR shall maintain professional liability insurance providing liability limits of a minimum amount of ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00) annual aggregate. CONTRACTOR shall have its insurance agent furnish COUNTY a certificate of insurance evidencing the existence of such coverage and providing for thirty (30) days' notice of any material change in coverage.

8. Certificates and Notice of Cancellation. Before commencing work under this contract, or within a reasonable time thereafter, both parties hereto shall furnish to each other any certificates

of insurance required hereunder. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by County."

The Certificate of Insurance, naming COUNTY as an additional insured, shall be further evidenced by an actual endorsement furnished to COUNTY from the Insurer within thirty (30) days of the signing of the contract or a reasonable time thereafter, between CONTRACTOR and COUNTY.

9. Workers Compensation and Employers Liability Insurance. CONTRACTOR shall purchase and maintain workers compensation and employers liability insurance coverage for all of CONTRACTOR's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's liability insurance providing limits at least in the amount of \$100,000/500,000/100,000. applicable to claims due to bodily injury by accident or disease.

10. Automobile Liability Insurance. CONTRACTOR shall purchase and maintain automobile liability insurance covering all owned and non-owned/hired vehicles, providing liability limits at least in the amount of \$250,000 per person and per occurrence for bodily injury and \$100,000.00 for property damage.

11. Conflict of Interest. No paid employee of COUNTY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this contract.

12. Subcontracts. CONTRACTOR shall notify COUNTY of any subcontractor(s) being used prior to any subcontractor's work or preparations for work.

13. Binding Effect. This contract shall be binding upon the parties hereto, its successors, executors, administrators and assigns.

14. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

15. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

16. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

17. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party, by mailing written notice of such change of address, by Certified Mail, Return Receipt Requested:

**To County:**

Columbus County Attorney  
**Attention:** Steven W. Fowler  
111 Washington Street  
Whiteville, North Carolina, 28472

**To Contractor:**

M. D. Rhodes & Associates, Inc.  
P.O. Box 2158  
Whiteville, NC 28472

18. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

19. Nondiscrimination. CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the activities which are the subject of this contract, because of race, creed, color, sex, age, disability, or national origin.

20. Amendments. This contract shall not be modified or otherwise amended except in writing signed by the parties.

21. Termination. This contract may be terminated at any time by either party, without penalty, provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. Net payment shall be appropriated at the date of termination.

22. Entire Agreement. This contract constitutes the entire understanding between the parties and supersedes all prior and independent contracts/agreements between the parties covering the subject matter hereof. Any change or modification of this contract must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplicate originals, to be effective as of the date signed by the Chairman of the Board of Columbus County Commissioners.

BOARD OF COLUMBUS COUNTY COMMISSIONERS

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

Sammie Jacobs, Chairman

Date Signed: \_\_\_\_\_

ATTESTED BY:

\_\_\_\_\_

(SEAL)

June B. Hall, Clerk to the Board

M. D. RHODES & ASSOCIATES, INC.

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

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Steven W. Fowler, Columbus County Attorney

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

\_\_\_\_\_

County Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

This \_\_\_\_ day of \_\_\_\_\_, 2007, personally came before me, \_\_\_\_\_, a Notary Public of Columbus County, June B. Hall, who being by me duly sworn, says that she knows the official seal of the Board of Commissioners of Columbus County, and is acquainted with Sammie Jacobs, who is Chairman of said Board of Commissioners of Columbus County, and that she, the said June B. Hall, is the Clerk of the said Board of Commissioners of Columbus County, and saw the Chairman sign the foregoing instrument, and saw the said official seal of said Board of Commissioners of Columbus County affixed to the said instrument in the presence of said Chairman of said Board of Commissioners of Columbus County, all by order of said Board.

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

\_\_\_\_\_ (SEAL)

NOTARY PUBLIC

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

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

I \_\_\_\_\_ a notary public of Brunswick County, North Carolina, do certify that on this \_\_\_\_ day of \_\_\_\_\_, 2007 before me personally appeared \_\_\_\_\_, President of M. D. RHODES & ASSOCIATES, INC. and proved to me by satisfactory evidence to be the person whose name is signed on the preceding or attached

instrument, and acknowledged to me that \_\_\_\_\_ signed it voluntarily for its stated purpose.

\_\_\_\_\_(SEAL)  
NOTARY PUBLIC

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

**SCHEDULE "A"**

**Scope of Services**

**CONTRACTOR**

1. To drum chop and control burn in preparation of site.
2. To savannah bed and hand plant improved loblolly pine, including tilling the soil and ensure planting density is achieved.
3. To use 2<sup>nd</sup> generation improved coastal seedlings from a North Carolina or South Carolina seed source and be treated for Pales Weevil.

**COUNTY:**

1. COUNTY agrees to pay CONTRACTOR as follows:  
 Drum Chopping - \$125.00 per acre  
 Site Preparation Controlled Burn - \$35.00 per acre  
 Savannah Bedding - \$135.00 per acre  
 Hand Plant 2<sup>nd</sup> Generation Loblolly \$75.00 per acre
2. COUNTY shall guarantee continuous and uninterrupted access to the subject timber for the full term of this contract.

**SCHEDULE "B"**

**PROPERTY DESCRIPTION**

Commonly known as the Graham Tract and described as follows:

Being all of that 22.93 acre tract of land, as shown on a "Map of a Survey for County of Columbus," dated 3/27/02, prepared by David B. Goldston, Jr., RLS, to which reference is made.

Save and except that 0.76 acre tract sold to Hubert A. Graham and wife as recorded in Deed in Book 693, Page 598 of the Columbus County Registry.

**STATE OF NORTH CAROLINA**

**CONTRACT FOR  
REFORESTATION AND FOREST  
MANAGEMENT PRACTICES**

**COUNTY OF COLUMBUS**

THIS CONTRACT is entered into by and between the COUNTY OF COLUMBUS , a North Carolina body politic, with its principle office and place of business in Columbus County (hereinafter called "COUNTY") and M. D. RHODES & ASSOCIATES, INC., a North Carolina corporation, with its principle office and place of business in Columbus County (hereinafter called "CONTRACTOR").

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

WHEREAS, CONTRACTOR has agreed to perform and accomplish certain forest management work (the WORK) on certain real property owned by COUNTY described in the attached Exhibit "B."

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

1. Scope of Services. CONTRACTOR shall perform the WORK set forth in the attached Exhibit "A." CONTRACTOR will devote such time as is reasonably necessary to fulfill the responsibilities set forth herein.



2. Term of Contract. The term of this contract shall be for one year from the date of signing by the County Commissioner Chairman, subject to prior termination pursuant to this contract.
3. Payment. COUNTY shall pay CONTRACTOR the contract price as set forth in the attached Exhibit "A" for the SERVICES performed pursuant to this contract.
4. Exclusive Agreement. This agreement is exclusive. CONTRACTOR is not exclusively bound to COUNTY, and CONTRACTOR is free to pursue other private employment on either a full or part time basis.
5. Independent Contractor. CONTRACTOR acknowledges that, by entering into this contract and providing services, CONTRACTOR is acting as an independent contractor. Neither CONTRACTOR nor its employees, members or personnel shall be deemed or construed to be employees of COUNTY at any time during the duration of this contract. CONTRACTOR shall be solely responsible for payment of all required State and Federal taxes PROVIDED, HOWEVER, that CONTRACTOR shall provide such documentation as COUNTY deems necessary to meet any and all federal and state tax guidelines regarding employment contract employees.

As such independent contractor, CONTRACTOR is not entitled to, nor shall be eligible for, any benefits provided by COUNTY to any of its permanent or temporary employees, including, but not limited to, vacation leave, sick leave, retirement, longevity and group insurance.

6. Indemnity. CONTRACTOR shall indemnify and hold COUNTY, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney's fees, resulting from or on account of personal injuries or death, or as a result of property damages arising out of or relating to the work to be performed by CONTRACTOR hereunder, resulting from the negligence of or the willful act or omission of CONTRACTOR, its agents, employees and subcontractors.

COUNTY hereby agrees it shall indemnify and hold CONTRACTOR harmless from any and all claims, demands causes of actions, or other liability, including attorney's fees, resulting from or on account of personal injuries or death, or as a result of property damages arising out of or relating to the work to be performed by COUNTY's employees hereunder, resulting from the negligence of COUNTY's employees.

7. Insurance. CONTRACTOR shall purchase and maintain the specified types and minimum amounts of insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of "A" or higher, acceptable to COUNTY.

CONTRACTOR shall maintain professional liability insurance providing liability limits of a minimum amount of ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00) annual aggregate. CONTRACTOR shall have its insurance agent furnish COUNTY a certificate of insurance evidencing the existence of such coverage and providing for thirty (30) days' notice of any material change in coverage.

8. Certificates and Notice of Cancellation. Before commencing work under this contract, or within a reasonable time thereafter, both parties hereto shall furnish to each other any certificates of insurance required hereunder. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by County."

The Certificate of Insurance, naming COUNTY as an additional insured, shall be further evidenced by an actual endorsement furnished to COUNTY from the Insurer within thirty (30) days of the signing of the contract or a reasonable time thereafter, between CONTRACTOR and COUNTY.

9. Workers Compensation and Employers Liability Insurance. CONTRACTOR shall purchase and maintain workers compensation and employers liability insurance coverage for all of CONTRACTOR's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's liability insurance providing limits at least in the amount of \$100,000/500,000/100,000. applicable to claims due to bodily injury by accident or disease.

10. Automobile Liability Insurance. CONTRACTOR shall purchase and maintain automobile liability insurance covering all owned and non-owned/hired vehicles, providing liability limits at least in the amount of \$250,000 per person and per occurrence for bodily injury and \$100,000.00 for property damage.
11. Conflict of Interest. No paid employee of COUNTY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this contract.
12. Subcontracts. CONTRACTOR shall notify COUNTY of any subcontractor(s) being used prior to any subcontractor's work or preparations for work.
13. Binding Effect. This contract shall be binding upon the parties hereto, its successors, executors, administrators and assigns.
14. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.
15. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.
16. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.
17. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party, by mailing written notice of such change of address, by Certified Mail, Return Receipt Requested:  
  
**To County:**  
Columbus County Attorney  
**Attention:** Steven W. Fowler  
111 Washington Street  
Whiteville, North Carolina, 28472  
  
**To Contractor:**  
M. D. Rhodes & Associates, Inc.  
P.O. Box 2158  
Whiteville, NC 28472
18. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.
19. Nondiscrimination. CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the activities which are the subject of this contract, because of race, creed, color, sex, age, disability, or national origin.
20. Amendments. This contract shall not be modified or otherwise amended except in writing signed by the parties.
21. Termination. This contract may be terminated at any time by either party, without penalty, provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. Net payment shall be appropriated at the date of termination.
22. Entire Agreement. This contract constitutes the entire understanding between the parties and supersedes all prior and independent contracts/agreements between the parties covering the subject matter hereof. Any change or modification of this contract must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplicate originals, to be effective as of the date signed by the Chairman of the Board of Columbus County Commissioners.

By: \_\_\_\_\_  
Sammie Jacobs, Chairman  
Date Signed: \_\_\_\_\_

ATTESTED BY: \_\_\_\_\_ (SEAL)  
June B. Hall, Clerk to the Board

M. D. RHODES & ASSOCIATES, INC.  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:  
\_\_\_\_\_  
Steven W. Fowler, Columbus County Attorney

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

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

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

This \_\_\_\_ day of \_\_\_\_\_, 2007, personally came before me, \_\_\_\_\_, a Notary Public of Columbus County, June B. Hall, who being by me duly sworn, says that she knows the official seal of the Board of Commissioners of Columbus County, and is acquainted with Sammie Jacobs, who is Chairman of said Board of Commissioners of Columbus County, and that she, the said June B. Hall, is the Clerk of the said Board of Commissioners of Columbus County, and saw the Chairman sign the foregoing instrument, and saw the said official seal of said Board of Commissioners of Columbus County affixed to the said instrument in the presence of said Chairman of said Board of Commissioners of Columbus County, all by order of said Board.

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

\_\_\_\_\_  
(SEAL)  
NOTARY PUBLIC

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

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

I \_\_\_\_\_ a notary public of Brunswick County, North Carolina, do certify that on this \_\_\_\_ day of \_\_\_\_\_, 2007 before me personally appeared \_\_\_\_\_, President of M. D. RHODES & ASSOCIATES, INC. and proved to me by satisfactory evidence to be the person whose name is signed on the preceding or attached instrument, and acknowledged to me that \_\_\_\_ signed it voluntarily for its stated purpose.

\_\_\_\_\_  
(SEAL)  
NOTARY PUBLIC

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

**SCHEDULE "A"**

**Scope of Services**

CONTRACTOR

1. To V-shear, savannah bed and hand plant improved loblolly pine at a spacing to achieve 500-600 TPA (trees per acre).

2. To use 2<sup>nd</sup> generation improved coastal seedlings from a North Carolina or South Carolina seed source and be treated for Pales Weevil.

## COUNTY:

1. COUNTY agrees to pay CONTRACTOR as follows:  
V-Shear - \$145.00 per acre  
Savannah Bedding - \$135.00 per acre  
Hand Plant 2<sup>nd</sup> Generation Loblolly \$75.00 per acre
2. COUNTY shall guarantee continuous and uninterrupted access to the subject timber for the full term of this contract.

## **SCHEDULE "B"**

### **PROPERTY DESCRIPTION**

Commonly known as the Prevatte Tract located north of U.S. 74/U.S. 76 (Andrew Jackson Highway, east of U.S. 701 Highway and west of U.S. 701 Business, James B. White Highway) in Whiteville, Columbus County, North Carolina.

Beginning at an iron set in the West margin of U.S. Highway 701 Business, a common corner with Powell & Wells and being the Northeast corner of the tract hereinafter described; runs thence with the West boundary of U.S. Highway 701 Business the following courses and distances: South 12 degrees 36 minutes 35 seconds East 130.49 feet; South 13 degrees 49 minutes 45 seconds East 100.52 feet; South 14 degrees 40 minutes 50 seconds East 100.49 feet; South 15 degrees 40 minutes 20 seconds East 100.72 feet; South 16 degrees 55 minutes 40 seconds East 100.59 feet; South 18 degrees 22 minutes 15 seconds East 830.93 feet to an iron set in the right of way of U.S. Highway 701 Business, a common corner with Whiteville Memorial Cemetery; thence South 78 degrees 09 minutes 15 seconds West and along the center of a ditch 858.00 feet to an existing concrete monument; thence South 11 degrees 31 minutes 30 seconds East 178.00 feet to iron set; thence South 45 degrees 32 minutes 45 seconds West 342.44 feet to iron set; thence South 11 degrees 31 minutes 30 seconds East 325.30 feet to iron set; thence South 53 degrees 30 minutes 00 seconds West 140.60 feet to iron set in the North margin of U.S. Highway 74—76 Business; thence North 73 degrees 46 minutes 40 seconds West and with the North margin of said highway 275.89 feet to concrete right of way monument; thence North 72 degrees 18 minutes 55 seconds West and continuing with the North margin of said highway 81.66 feet to iron set; thence North 36 degrees 30 minutes 00 seconds West 325.94 feet to an iron set in the East margin of U.S. Highway 701 By—pass; thence North 02 degrees 01 minutes 35 seconds West and with the East margin of U.S. Highway 701 By—pass, 291.14 feet to iron stake at end of fence; thence North 03 degrees 06 minutes 10 seconds West and continuing with the East margin of U.S. Highway 701 By-pass 1021.77 feet to a concrete monument, said point being located North 36 degrees 01 minutes 00 seconds East 198.10 feet from NAD 83, NC Grid Monu. Woods, a common corner with Vance Maultsby; thence North 53 degrees 11 minutes 15 seconds East 608.12 feet to a concrete monument; thence North 37 degrees 46 minutes 15 seconds West 382.77 feet to a concrete monument, a common corner with Powell & Wells; thence South 87 degrees 31 minutes 25 seconds East 1051.04 feet to an iron set in the West margin of U.S. Highway 701 Business, the point of beginning and containing 56.91 acres, more or less.

Being the same property surveyed and platted by Billy M. Duncan, Registered Land Surveyor, on August 23, 1990, and revised October 17, 1990, and being designated as Tract 1, which plat is duly recorded in

Map Book 51, Page 94, Columbus County Registry and incorporated herein by reference.

Stuart Carroll, Purchasing Director, stated the dollars that were realized from the sale of the standing timber on the "Old Landfill Tract" would be sufficient to cover the cost of the reforestation for the "James Graham Tract" and the "Prevatte Tract", and that this would be close to an even wash out.

Commissioner Bullard asked the question of why this was not bid out. Mr. Carroll replied stating that this is a service and does not require bidding. Commissioner Bullard stated that by bidding this out, it could possibly save the County some money.

Commissioner Gore asked if the Board could get a flat rate for this service in lieu of seven

(7%) percent.

Discussion was conducted relative to the total quantity of timber to be sold, whether to bid this out or accept the above listed contracts.

Commissioner Memory stated he would refrain from voting due a tenant in a family-owned business.

Commissioner McKenzie made a motion to approve the three (3) contracts for Michael Rhodes, M.D. Rhodes and Associates, Incorporated, as listed above, seconded by Commissioner Norris.

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

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

The motion resulted in a three (3) to three (3) vote tie.

Commissioner Gore made a motion to obtain another proposal from another timber consultant before these contracts are awarded, seconded by Commissioner Bullard. The motion unanimously carried with a six (6) vote count, with one (1) abstention by Commissioner McKenzie.

**Agenda Item #14: DISCUSSION - NEED for NUISANCE ORDINANCE:**

Vice Chairman Prevatte stated the following relative to the need for a Nuisance Ordinance to be adopted in Columbus County:

1. Noises can be a nuisance;
2. I have received many complaints from citizens relative to the nuisance that dogs are causing in their neighborhoods;
3. We need to clean these neighborhoods up from these stray dogs and/or other disturbances being created;
4. It is my opinion that Columbus County needs a Nuisance Ordinance, not a Lease Law, to handle a variety of the causes of the existing problems that are being experienced by our citizenry; **and**
5. I would like for Steven W. Fowler, Columbus County Attorney, to prepare a Nuisance Ordinance for Board review and consideration.

**MOTION:**

Vice Chairman Prevatte made a motion for Steven W. Fowler, Columbus County Attorney, to prepare a Proposed Nuisance Ordinance for Board review and consideration, seconded by Commissioner Norris. The motion unanimously carried.

**Agenda Item #15: APPOINTMENT of COUNTY COMMISSIONER - RETIRED and SENIOR VOLUNTEER PROGRAM (RSVP) ADVISORY COUNCIL:**

Melody Prevatte, Ed.D, Director of Volunteer Services, Southeastern Community College, requested the appointment of a County Commissioner to the Retired and Senior Volunteer Program Advisory Council.

Commissioner Amon E. McKenzie volunteered to serve on the Retired and Senior Volunteer Program Advisory Council.

**Agenda Item #16: APPOINTMENT of COUNTY COMMISSIONER - INTERAGENCY TRANSPORTATION ADVISORY COUNCIL:**

Charles Patton, Transportation Director, requested the appointment of a County Commissioner to the Interagency Transportation Advisory Council.

Commissioner Bill Memory volunteered to serve on the Interagency Transportation Advisory Council.

**Agenda Item #17: APPOINTMENT - MEDICAID ADVISORY COMMITTEE:**

Commissioner Memory appointed Kathryn S. Foley, 2534 Bella Coola Road, Lake Waccamaw, North Carolina 28450, Telephone: (910) 646-4368, to the Columbus County Medicaid Advisory Committee.

Commissioner Gore appointed Mitchell R. Nance, 404 Hemlock Drive, Whiteville, North Carolina 28472, Telephone: (910) 642-0580, to the Columbus County Medicaid Advisory Committee to replace Robert Adams.

**Agenda Item #18: CONSENT AGENDA ITEMS:**

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

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

Refunds Name: Bowen, E.W. Jr. Amount: \$0.00  
Value: \$0.00 Year 006 Account # 15-05803 Bill # 20876 Total \$193.00  
Refund user fee on a house that is vacant and does not have a trash can.  
23588 NC 87 Hwy E. Riegelwood NC 28456

Refunds Name: Dorman, Edwina S. Amount: \$0.00  
Value: \$0.00 Year 006 Account # 06-03553 Bill # 27499 Total \$193.00  
Refund user fee on a house that is vacant, has no power and no trash can.  
2076 Hagan Dr. Green Sea SC 29545

Refunds Name: Land Of Lakes Sports Complex Amount: \$0.00  
Value: \$0.00 Year 005 Account # 01-50890 Bill # 8982 Total \$177.00  
Refund user fee. Business uses a commercial hauler.  
2950 Bill Hooks Rd. Whiteville NC 28472

Refunds Name: Land Of Lakes Sports Complex Amount: \$0.00  
Value: \$0.00 Year 006 Account # 01-50890 Bill # 40120 Total \$193.00  
Refund user fee. Business uses a commercial hauler.  
2950 Bill Hooks Rd. Whiteville NC 28472

Refunds Name: Long, David E. Amount: \$0.00  
Value: \$0.00 Year 006 Account # 03-02511 Bill # 41370 Total \$165.39  
Refund user fee on land that is vacant  
1079 Snake Island Rd. Whiteville NC 28472

Refunds Name: Turbeville, James H. Amount: \$24.94  
Value: \$3,260.00 Year 006 Account # 06-03424 Bill # 57930 Total \$30.31  
Refund the value of a boat, the Williams Fire (1.96) and the Columbus Rescue (.65). The boat is double listed in the names of Howard and Pat Tuberville.  
5443 Lebanon Ch. Rd. Clarendon NC 28432

Refunds Name: Whaley, Fred A. Amount: \$0.00  
Value: \$0.00 Year 006 Account # 03-01950 Bill # 60640 Total \$193.00  
Refund user fee. Old building used for storage. No trash can here.  
1621 MM Ray Rd. Nakina NC 28455

Refunds Name: Whaley, Fred A. Amount: \$0.00  
Value: \$0.00 Year 006 Account # 03-01950 Bill # 60641 Total \$193.00  
Refund user fee. Old building used for storage. No trash can here.  
1621 MM Ray Rd. Nakina NC 28455

Refunds Name: Fisher, Herbert Amount: \$0.00  
Value: \$0.00 Year 005 Account # 01-26700 Bill # 98825 Total \$177.00  
Refund user fee on a house that is vacant and does not have a trash can.  
807 Dogwood Dr. SW Sunset Beach NC 28468

Refunds Name: Fisher, Herbert L. Amount: \$0.00  
 Value: \$0.00 Year 006 Account # 01-26700 Bill # 29762 Total \$193.00  
 Refund user fee on a house that is vacant and does not have a trash can.  
 807 Dogwood Dr SW Sunset Beach SC 28468

Refunds Name: Williamson, Eddie Amount: \$0.00  
 Value: \$0.00 Year 006 Account # 12-30382 Bill # 61685 Total \$193.00  
 Refund user fee on a mobile home that is vacant and does not have a trash can.  
 2776 Haynes Lennon Rd. Chadbourn NC 28431

Refunds Name: Williamson, Eddie Amount: \$0.00  
 Value: \$0.00 Year 006 Account # 12-30381 Bill # 61692 Total \$193.00  
 Refund one of two user fees. Only one trash can here.  
 2776 Haynes Lennon Hwy Chadbourn NC 28431

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

Release the Property Value in the name of Dubar, Flecksie Jr. Amount: \$0.00  
 Value: \$0.00 Year: 2006 Account # 15-12423 Bill # 7656 Total \$2.39  
 Release due to postmark error.

Release the Property Value in the name of Dubar, George Amount: \$1.70  
 Value: \$0.00 Year: 2006 Account # 15-12447 Bill # 7657 Total \$1.70  
 Release due to postmark error.

Release the Property Value in the name of Dubar, Marva Amount: \$0.00  
 Value: \$0.00 Year: 2006 Account # 15-12409 Bill # 7661 Total \$11.06  
 Release due to postmark error.

Release the Property Value in the name of Grice, John (Heirs) Amount: \$32.13  
 Value: \$4,200.00 Year: 2006 Account # 06-16800 Bill # 3999 Total \$32.97  
 Release the property value and the Columbus Rescue. The property is double listed in the name of Johnnie Mae & Tracey Brown.

Release the Property Value in the name of Grice, John (Heirs) Amount: \$208.26  
 Value: \$26,700.00 Year: 2001 Account # 06-16800 Bill # 4731 Total \$213.60  
 Release the property value and the Columbus Rescue. The property is double listed in the name of Johnnie Mae & Tracey Brown.

Release the Property Value in the name of Grice, John (Heirs) Amount: \$208.26  
 Value: \$26,700.00 Year: 2002 Account # 06-16800 Bill # 2457 Total \$213.60  
 Release the property value and the Columbus Rescue. The property is double listed in the name of Johnnie Mae & Tracey Brown.

Release the Property Value in the name of Grice, John (Heirs) Amount: \$208.26  
 Value: \$26,700.00 Year: 2003 Account # 06-16800 Bill # 2850 Total \$213.60  
 Release the property value and the Columbus Rescue. The property is double listed in the name of Johnnie Mae & Tracey Brown.

Release the Property Value in the name of Grice, John (Heirs) Amount: \$208.26  
 Value: \$26,700.00 Year: 2004 Account # 06-16800 Bill # 9063 Total \$213.60  
 Release the property value and the Columbus Rescue fee. The property is double listed in the name of Johnnie Mae & Tracey Brown.

Release the Property Value in the name of Grice, John (Heirs) Amount: \$30.66  
 Value: \$4,200.00 Year: 2005 Account # 06-16800 Bill # 965 Total \$31.50  
 Release the property value and the Columbus Rescue fee. The property is double listed in the name of Johnnie Mae & Tracey Brown.

Release the Property Value in the name of Hardee, Gene L. Amount: \$10.56  
 Value: \$1,380.00 Year: 2006 Account # 08-03208 Bill # 4613 Total \$11.92  
 Release the value of a boat and the Columbus Rescue fee. The boat is listed in Brunswick County.

Release the Property Value in the name of Hobbs, Louise C. Amount: \$105.34  
 Value: \$13,770.00 Year: 2006 Account # 01-42187 Bill # 6630 Total \$116.35  
 Release a portion of the property value, a portion of the Williams Fire (8.26) and a portion of the Whiteville  
 Rescue (2.75). The property was taken out of Land Use in error.

Release the Property Value in the name of Johnson, Thomas Ray II Amount: \$0.00  
 Value: \$0.00 Year: 2006 Account # 12-13613 Bill # 8781 Total \$29.71  
 Request for release due to postmark error.

Release the Property Value in the name of Mills, Michael Amount: \$9.04  
 Value: \$1,182.00 Year: 2006 Account # 06-26260 Bill # 0402 Total \$10.45  
 Release the property value, the Yam City fire (1.18) and Columbus Rescue (.23), that is double listed in the  
 name of Frances Strickland.

Release the Property Value in the name of Mills, Michael Amount: \$8.62  
 Value: \$1,182.00 Year: 2005 Account # 06-26260 Bill # 0403 Total \$8.62  
 Release the property value that is double listed in the name of Frances Strickland.

Release the Property Value in the name of Nance, Mike A. Amount: \$9.30  
 Value: \$1,216.00 Year: 2006 Account # 12-20120 Bill # 5839 Total \$9.54  
 Release the value of a boat and the Columbus Rescue fee. The boat was sold to someone in Charlotte, NC  
 prior to 2006.

Release the Property Value in the name of Sellers, Amanda Amount: \$94.85  
 Value: \$12,160.00 Year: 2002 Account # 09-25445 Bill # 9146 Total \$292.04  
 Release the property value, the Williams Fire (7.30) and the Columbus Rescue (2.43). The property is  
 double listed in the name of Larry Thomas Jr.

Release the Property Value in the name of Sellers, Amanda B. Amount: \$101.48  
 Value: \$13,010.00 Year: 2001 Account # 09-25445 Bill # 1090 Total \$279.49  
 Release the property value and the Columbus Rescue. The property is double listed in the name of Larry  
 Thomas Jr.

Release the Property Value in the name of Sellers, Amanda B. Amount: \$82.60  
 Value: \$10,590.00 Year: 2004 Account # 09-25445 Bill # 6165 Total \$277.18  
 Release the property value, the Williams Fire (6.35) and the Columbus Rescue (2.12). The property is  
 double listed in the name of Larry Thomas, Jr.

Release the Property Value in the name of Sellers, Amanda B. Amount: \$88.30  
 Value: \$11,320.00 Year: 2003 Account # 09-25445 Bill # 9838 Total \$284.09  
 Release the property value, the Williams Fire (6.79) and the Columbus Rescue (2.26). The property is  
 double listed in the name of Larry Thomas Jr.

Release the Property Value in the name of Sellers, Amanda B. Amount: \$96.98  
 Value: \$13,470.00 Year: 2000 Account # 09-25445 Bill # 0255 Total \$231.68  
 Release the property value that is double listed in the name of Larry Thomas Jr.

Release the Property Value in the name of Sellers, Amanda B. Amount: \$100.08  
 Value: \$14,400.00 Year: 1999 Account # 09-25445 Bill # 8700 Total \$210.09  
 Release the property value that is double listed in the name of Larry Thomas Jr.

Release the Property Value in the name of Sellers, Amanda B. Amount: \$135.02  
 Value: \$17,310.00 Year: 1996 Account # 09-25445 Bill # 8294 Total \$222.02  
 Release the value of a mobile home that is double listed in the name of Larry Thomas Jr.

Release the Property Value in the name of Sellers, Amanda B. Amount: \$118.57  
 Value: \$17,060.00 Year: 1997 Account # 09-25445 Bill # 8295 Total \$230.43  
 Release the value of a mobile home that is double listed in the name of Larry Thomas Jr.

Release the Property Value in the name of Thompson, Lawrence Amount: \$183.60  
 Value: \$24,000.00 Year: 2006 Account # 01-94140 Bill # 7186 Total \$205.20  
 Release a portion of the property value, a portion of the Brunswick Fire (16.80) and a portion of the  
 Whiteville Rescue (4.80). Customer billed with incorrect acres.



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| Release the Property Value in the name of Williamson, Vivian B.                     | Amount: | \$0.00   |
| Value: \$0.00 Year: 2006 Account # 16-17940 Bill # 1985                             | Total   | \$25.83  |
| Release request due to postmark error.  |         |          |
| Release the User Fee in the name of Bischoff, Judith                                | Amount: | \$0.00   |
| Value: \$0.00 Year: 2006 Account # 07-02641 Bill # 0182                             | Total   | \$193.00 |
| Release user fee. House vacant, no trash can.                                       |         |          |
| Release the User Fee in the name of Boswell, William                                | Amount: | \$0.00   |
| Value: \$0.00 Year: 2006 Account # 01-07260 Bill # 0841                             | Total   | \$193.00 |
| Release user fee. House is vacant and does not have a trash can.                    |         |          |
| Release the User Fee in the name of Bullock, Hilda                                  | Amount: | \$0.00   |
| Value: \$0.00 Year: 2006 Account # 01-10540 Bill # 2601                             | Total   | \$106.00 |
| Release user fee on land that is vacant.  |         |          |
| Release the User Fee in the name of Dubar, Flecksie                                 | Amount: | \$0.00   |
| Value: \$0.00 Year: 2006 Account # 15-12423 Bill # 7656                             | Total   | \$193.00 |
| Release user fee. House is vacant, has no power and no trash can.                   |         |          |
| Release the User Fee in the name of Duncan, Worth                                   | Amount: | \$0.00   |
| Value: \$0.00 Year: 2006 Account # 07-03660 Bill # 7982                             | Total   | \$193.00 |
| Release the user fee. House is vacant and does not have a trash can.                |         |          |
| Release the User Fee in the name of Fowler, Larry                                   | Amount: | \$0.00   |
| Value: \$0.00 Year: 2006 Account # 07-04860 Bill # 0513                             | Total   | \$193.00 |
| Release user fee. Customer using a commercial hauler.                               |         |          |
| Release the User Fee in the name of Hardee, Shane D.                                | Amount: | \$0.00   |
| Value: \$0.00 Year: 2006 Account # 06-17204 Bill # 4654                             | Total   | \$106.00 |
| Release one of two user fees. There is only one trash can here.                     |         |          |
| Release the User Fee in the name of Hardwick, John W.                               | Amount: | \$0.00   |
| Value: \$0.00 Year: 2006 Account # 09-00935 Bill # 4749                             | Total   | \$193.00 |
| Release user fee on land that is vacant.  |         |          |
| Release the User Fee in the name of Hazelwood, Margaret                             | Amount: | \$0.00   |
| Value: \$0.00 Year: 2006 Account # 01-41723 Bill # 5452                             | Total   | \$193.00 |
| Release user fee. Mobile home is vacant and does not have a trash can.              |         |          |
| Release the User Fee in the name of Inman, William                                  | Amount: | \$0.00   |
| Value: \$0.00 Year: 2006 Account # 12-12920 Bill # 7671                             | Total   | \$193.00 |
| Release user fee. House is vacant and does not have a trash can.                    |         |          |
| Release the User Fee in the name of Jacobs, Bobby G.                                | Amount: | \$0.00   |
| Value: \$0.00 Year: 2002 Account # 01-46960 Bill # 6271                             | Total   | \$177.00 |
| Release user fee on a mobile home that is vacant and does not have a trash can.     |         |          |
| Release the User Fee in the name of Jacobs, Bobby G.                                | Amount: | \$0.00   |
| Value: \$0.00 Year: 2003 Account # 01-46960 Bill # 6729                             | Total   | \$177.00 |
| Release user fee on a mobile home that is vacant and does not have a trash can.     |         |          |
| Release the User Fee in the name of Jacobs, Bobby G.                                | Amount: | \$0.00   |
| Value: \$0.00 Year: 2004 Account # 01-46960 Bill # 926                              | Total   | \$177.00 |
| Release the user fee on a mobile home that is vacant and does not have a trash can. |         |          |
| Release the User Fee in the name of Jacobs, Bobby G.                                | Amount: | \$0.00   |
| Value: \$0.00 Year: 2005 Account # 01-46960 Bill # 854                              | Total   | \$177.00 |
| Release the user fee on a mobile home that is vacant and does not have a trash can. |         |          |
| Release the User Fee in the name of Jacobs, Bobby G.                                | Amount: | \$0.00   |
| Value: \$0.00 Year: 2006 Account # 01-46960 Bill # 7933                             | Total   | \$193.00 |
| Release the user fee on a mobile home that is vacant and does not have a trash can. |         |          |

# 786

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|---|--|---------|----------|
| Release the User Fee  | in the name of Jacobs, George                    | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 04-08120 Bill # 7992 | Total   | \$193.00 |
| Release the user fee on a house that is vacant and does not have a trash can.                   |  |         |          |
| Release the User Fee  | in the name of King, Suzanne                     | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 01-50081 Bill # 9758 | Total   | \$106.00 |
| Release one of two user fees. The apartment is vacant and trash can picked up.                  |  |         |          |
| Release the User Fee  | in the name of Lennon, Perry                     | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 12-15840 Bill # 0785 | Total   | \$386.00 |
| Release both user fees. Houses are vacant and have no trash cans.                               |  |         |          |
| Release the User Fee  | in the name of Long, David E.                    | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 03-02511 Bill # 1370 | Total   | \$27.61  |
| Release user fee on land that is vacant.  |  |         |          |
| Release the User Fee  | in the name of McColsey, Timothy                 | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 01-03261 Bill # 2817 | Total   | \$193.00 |
| Release user fee. Day Care using a commercial hauler.   |  |         |          |
| Release the User Fee  | in the name of Mobley, Betty                     | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 11-17740 Bill # 4970 | Total   | \$193.00 |
| Release user fee on a house that is vacant and does not have a trash can.                       |  |         |          |
| Release the User Fee  | in the name of Moore, Vernon                     | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 15-27800 Bill # 5334 | Total   | \$193.00 |
| Release user fee on a house that is vacant and does not have a trash can.                       |  |         |          |
| Release the User Fee  | in the name of Nicholds, Ronald                  | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 11-02507 Bill # 6201 | Total   | \$193.00 |
| Release user fee on a house that is vacant and does not have a trash can.                       |  |         |          |
| Release the User Fee  | in the name of Phillips, Tracy                   | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 09-23638 Bill # 7779 | Total   | \$193.00 |
| Release user fee on a house that is vacant and does not have a trash can.                       |  |         |          |
| Release the User Fee  | in the name of Prince, Aben K.                   | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 16-03651 Bill # 9104 | Total   | \$193.00 |
| Release user fee on a shop that is vacant and does not have a trash can.                        |  |         |          |
| Release the User Fee  | in the name of Register, Kelli Jo                | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2005 Account # 03-00525 Bill # 0630 | Total   | \$177.00 |
| Release user fee on a mobile home that is vacant and does not have a trash can.                 |  |         |          |
| Release the User Fee  | in the name of Register, Kelli Jo                | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 03-00525 Bill # 0631 | Total   | \$193.00 |
| Release user fee on a mobile home that is vacant and does not have a trash can.                 |  |         |          |
| Release the User Fee  | in the name of Simmons, Joseph                   | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 09-26520 Bill # 2586 | Total   | \$193.00 |
| Release user fee on a house that is vacant and does not have a trash can.                       |  |         |          |
| Release the User Fee  | in the name of Singletary, Elmer                 | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 03-21900 Bill # 2797 | Total   | \$193.00 |
| Release user fee on a house that is vacant. The trash can was picked up in 2005.                |  |         |          |
| Release the User Fee  | in the name of Smith, Olivia B.                  | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 15-04763 Bill # 3722 | Total   | \$193.00 |
| Release user fee on a house that is vacant and does not have a trash can.                       |  |         |          |
| Release the User Fee  | in the name of Spivey, Fonzie                    | Amount: | \$0.00   |
| Value:  | \$0.00 Year: 2006 Account # 03-04717 Bill # 4700 | Total   | \$193.00 |
| Release user fee on a mobile home that is double listed in the name of Fonzie & Melissa Spivey. |  |         |          |

Release the User Fee in the name of Todd, Annie L. Amount: \$0.00  
 Value: \$0.00 Year: 2006 Account # 03-25390 Bill # 7481 Total \$193.00  
 Release user fee on a house that is vacant and does not have a trash can.

Release the User Fee in the name of Ward, Isaac Amount: \$0.00  
 Value: \$0.00 Year: 2006 Account # 03-26930 Bill # 9438 Total \$193.00  
 Release user fee on a house that is vacant and does not have a trash can.

Release the User Fee in the name of Williams, Beatrice Amount: \$0.00  
 Value: \$0.00 Year: 2006 Account # 12-05246 Bill # 1123 Total \$193.00  
 Release user fee on vacant land.

Release the User Fee in the name of Yeoman, Irene Amount: \$0.00  
 Value: \$0.00 Year: 2006 Account # 11-31137 Bill # 2899 Total \$193.00  
 Release user fee on a house that is vacant and does not have a trash can.

**AGENDA ADD-ON'S:**

1. **RESOLUTION - REQUEST for ASSISTANCE in OBTAINING FUNDS for CULTURAL ARTS CENTER at WILLIAMS TOWNSHIP SCHOOL RESOLUTION:**

Commissioner Ricky Bullard is requesting Board approval and adoption of the following Resolution.

**REQUEST for ASSISTANCE in OBTAINING FUNDS for  
 CULTURAL ARTS CENTER at WILLIAMS TOWNSHIP SCHOOL  
RESOLUTION**

**WHEREAS**, in January 2004, Columbus County suffered a great loss with the devastation of a fire at Williams Township School, which is one of the landmarks in our great County; **and**

**WHEREAS**, Williams Township School was damaged beyond repair, along with a Cultural Arts Center located on the grounds of the school; **and**

**WHEREAS**, the former Cultural Arts Center served as a location for the refinement of the youth in Columbus County, and surrounding areas, at a very tender age; **and**

**WHEREAS**, the exposure to this refinement of cultural arts that was provided to our youth aids in the formation of a solid foundation for them to continue to build on as they mature and become adults, and possibly leaders of our County; **and**

**WHEREAS**, the referenced center provided a central location for community activities, and an ideal location for the finer arts to be performed, thus exposing our youth and adults to a fine quality of entertainment; **and**

**WHEREAS**, the quality and exposure, provided by the former Cultural Arts Center, was extended to many of our youth, and adults, that may never have the opportunity to experience elsewhere; **and**

**WHEREAS**, we realize the significance and benefit of a center of this nature, however, our funds are limited in meeting the fiscal Federal and State mandatory requirements that are placed upon us.

**NOW, THEREFORE, BE IT RESOLVED** we, the Columbus County Board of Commissioners, respectfully request your assistance in obtaining the necessary funding for the rebuilding of the Cultural Arts Center at Williams Township School.

**APPROVED and ADOPTED** this the 5<sup>th</sup> day of February, 2007.

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

Commissioner Bullard made a motion to approve the Request for Assistance in Obtaining Funds for Cultural Arts Center at Williams Township School Resolution, seconded by Vice Chairman Prevatte. The motion unanimously carried.

2. **APPOINTMENT - E-911 OVERSIGHT COMMITTEE:**

Commissioner Amon E. McKenzie re-appointed Thurman Roseboro to the E-911 Oversight Committee, with term expiring December, 2010.

**Agenda item #19: COMMENTS:**

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

A. **Public:**

1. **Jim Nance:** I would like to speak on two (2) subjects, as follows:
  - 1) Noise Ordinance - a lot of work has been done on this document, and I would like to see it go somewhere; **and**
  - 2) State Park - I don't know why the gentleman stated what he did at the last meeting, which was a bad reflection on me, but I have proof in my hand that I received on January 22, 2007 that states refusal for me to camp in the said area. I would like for someone to check on who owns the rights-of-way surrounding this area.

Chairman Jacobs directed Steven W. Fowler, Columbus County Attorney, to check on the rights-of-way surrounding this park that is being referenced by Jim Nance.

2. **Doug Klier:** I have three (3) issues to address, and they are as follows:
  - 1) Why were the water rates raised three dollars and 00/100 (\$3.00) dollars last year?

Leroy Sellers, Public Utilities Director, replied stating they were raised in order to raise revenue for the water district.

- 2) Why was a County-owned vehicle out-of-state at the Time Saver on January 29, 2007, between 5:30 P.M. and 5:45 P.M., which is across the North Carolina State line?

After discussion was conducted, a general consensus was reached by the Board that this matter would be checked into.

- 3) The Sheriff's Department is very understaffed for the size of this county. They need more funds allocated to them to be able to operate better.

3. **Frank Foronda:** I would like to request that funds be allocated from Columbus County to help the men who serve in the National Guard. These funds need to be utilized to purchase items that they need to include, but not limited to, toiletries and tobacco products.

**OTHER:**

**ADMINISTRATION - REQUEST for APPOINTMENT of KAY WORLEY as INTERIM EMERGENCY SERVICES DIRECTOR:**

Jim Varner, Columbus County Manager, stated he received a telephone call from Paula Brown with the State Emergency Services Office today, and Ms. Brown stated that if an Interim Director and/or Director was not appointed soon, we would lose funding in the amount of fifteen thousand and 00/100 to twenty thousand and 00/100 (\$15,000.00 - \$20,000.00) dollars. Mr. Varner recommended that Kay Worley be appointed as the Columbus County Interim Emergency Services Director.

Discussion was conducted as to the amount of salary increase that this appointment would entail, if any, and the date of the increase. Mr. Varner stated the salary increase would be retroactive as of October 01, 2006.

After additional discussion was conducted, Commissioner Memory made a motion to appoint Kay Worley as Columbus County Interim Emergency Services Director, with a salary increase to be retroactive as of October 01, 2006, seconded by Commissioner McKenzie.

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

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

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

**B. Board of Commissioners:**

1. **Vice Chairman Prevatte:** I would like to make the following motion:

**MOTION:**

A motion was made by Vice Chairman Prevatte that a referendum be placed on the ballot at the next General Election to allow Columbus County Commissioner candidates to run according to the districts in which they reside, but be voted on county wide, with the results being forwarded to the Federal Courts for their consideration, and possible approval. The motion was seconded by Commissioner Gore.

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

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

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

2. **Commissioner Bullard:** I will offer the following motion for the second reading:

**MOTION:**

All committee members must live within the Columbus County boundaries to be eligible to serve, seconded by Vice Chairman Prevatte. The motion unanimously carried.

3. **Commissioner McKenzie:** I would like to make a motion for the Board of Commissioners to send a Letter of Appreciation to Al Daniel who was serving as Chairman of the Columbus County Medicaid Advisory Committee until he was replaced.

**MOTION:**

The Columbus County Board of Commissioners send a Letter of Appreciation to Al Daniel for his quality service while serving on the Columbus County Medicaid Advisory Committee, seconded by Commissioner Bullard. The motion unanimously carried.

4. **Commissioner Bullard:** I have two (2) issues that I would like to address and they are as follows:

A. I would like to thank Steven W. Fowler, Columbus County Attorney, for the letter, bearing date of February 02, 2007, regarding the availability of public records, and I ask that Attorney Fowler send a copy of this letter to all Department Heads; **and**

B. Water Districts: I would like to know why Water District II is showing an one hundred thousand and 00/100 (\$100,000.00) dollars loss. Leroy Sellers, Public Utilities Director, replied stating there was low participation in this district which ultimately results in many blow offs, in order to keep the chemical levels at the State requirement levels. In addition, the water districts were engineered with dead ends which leads to stagnant water if not blown off adequately.

Mr. Sellers stated that a recommendation was made by Jim Varner, County Manager, that a meter be installed at each blow-off location. Mr. Sellers stated that each water district would need six to seven (6-7) meters, and this would be very expensive.

- C. Why hasn't the meter that was required to be installed by Boardman been installed? Mr. Sellers replied stating that as of this date, no meter vault had been installed, and he did not know why, and since no meter vault was in place, we could not determine how much water was being utilized by the Town of Boardman.

5. **Commissioner Gore:** I would like to make the following motion:

**MOTION:**

The Columbus County Board of Commissioners direct Steven W. Fowler, Columbus County Attorney, Jim Varner, Columbus County Manager, the Board of Elections and all other necessary parties, to redefine the Commissioners' Districts' voting lines so that Columbus County will comply with the one (1) person, one (1) vote requirement, of the United States Constitution, and N.C.G.S. §153A-22 requiring ten (10%) percent parity between all districts, yet maintaining the integrity of the 1965 Voting Rights Act, and also the Equal Protection Clause of the Constitution, using the 2000 Census numbers to achieve parity. This motion was seconded by Commissioner Bullard.

Lengthy discussion was conducted relative to what the appropriate level would be for this action to be done. Carla Strickland, Elections Director, stated that Columbus County was not a Chapter 5A, and this action could be executed by the Board of County Commissioners.

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

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

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

**RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11 (1) -to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes; and N.C.G.S. § 143-318.11 (6) -Personnel:**

At 8:09 P.M., Commissioner Norris made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S. § 143-318.11 (1), and N.C.G.S. § 143-318.11 (6), seconded by Commissioner Memory.

Discovery was established that this Closed Session was not needed at this time, therefore no vote was taken on this motion.

**Agenda Item #20: ADJOURNMENT:**

At 8:11 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner McKenzie. The motion unanimously carried.

**APPROVED:**

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

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**SAMMIE JACOBS, Chairman**