

COLUMBUS COUNTY BOARD OF COMMISSIONERS**March 05, 2007****6:30 P.M.**

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

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

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

Agenda Item #3: PRESENTATION - RETIREMENT PLAQUE:

Chairman Jacobs presented the following retirement plaque to Rebecca Williamson.

**PRESENTED TO
 REBECCA WILLIAMSON
 IN GRATEFUL APPRECIATION
 FOR YOUR DEDICATION AND LOYALTY
 TO
 COLUMBUS COUNTY SOCIAL SERVICES DEPARTMENT
 2-09-1981 - 2-28-2007**

COLUMBUS COUNTY BOARD OF COMMISSIONERS

On behalf of the entire Board, Chairman Jacobs thanked Ms. Williamson for her many years of service to the Columbus County Department of Social Services.

Agenda Item #4: PRESENTATION - HALL of FAME AWARD:

Palmer "Buddy" Suggs , National Member of Dixie Softball, Incorporated, presented an award to Julie Strickland on behalf of the Columbus County Dixie Softball Association as being a Hall of Fame member. Mr. Suggs stated the following:

1. I am here on behalf of Dixie Girls Softball and the Columbus County League of Dixie Softball;
2. In 1975, I was contacted by Dan Bartley who is known as "the Dixie Youth", relative to forming a Dixie Youth Softball League, which we did;
3. In 1976, we took our team to Birmingham, Alabama for the first World Series;
4. In 1977, Columbus County hosted the second World Series here in Whiteville;
5. In the last few years, Julie Strickland has took the lead, and is now the District Director and Assistant State Director;
6. We have a twelve (12) member board, and I would like to introduce the members that are present here tonight:

Darin Harrelson/Stuart Carroll	Lake Waccamaw/Hallsboro
Cyndee Brown	Chadbourn

Debbie Garrell	Whiteville
Gary Reeves	Old Dock/Nakina
Carla Freeman	Buckhead
Gary Sykes	Tabor City

7. Presently, we are five hundred fifty (550) girls strong;
8. We appreciate Commissioner Lynwood Norris' support;
9. I would like to see the County Commissioners take a more active financial role in sports in Columbus County for the benefit of our children; **and**
10. On behalf of the Dixie Girls Softball League, I would like to present this Hall of Fame Award to Julie Strickland, which reads the "Columbus County League Inductee, 2006, Columbus County, North Carolina.

Agenda Item #5: BOARD MINUTES APPROVAL:

Commissioner Norris made a motion to approve the February 19, 2007 Regular Session Board Minutes, as recorded, seconded by Vice Chairman Prevatte. The motion unanimously carried.

Agenda Item #6: CRIMINAL JUSTICE PARTNERSHIP PROGRAM - APPROVAL of GRANT PROPOSAL:

Katherine Horne, Chairperson of the Criminal Justice Partnership Program Board, requested Board approval of the Application for Continuation of Implementation Funding. Ms. Horne stated the following:

1. This grant is for eighty-four thousand, eight hundred sixty-six and 00/100 (\$84,866.00) dollars, which is the highest it has ever been;
2. The majority of this grant goes to the rehabilitation of offenders;
3. The travel has increased to one thousand, two hundred and 00/100 (\$1,200.00) dollars; **and**
4. Our success rate is nearly sixty (60%) percent which is the highest in the State.

Commissioner Prevatte stated he served on this Board, this is a very worthwhile project and this money is the same as the previous House Arrest monies.

Vice Chairman Prevatte a motion to approve the Application for Continuation of Implementation Funding for eighty-four thousand, eight hundred sixty-six and 00/100 (\$84,866.00) dollars, seconded by Commissioner Memory. The motion unanimously carried.

Agenda item #7: AGING - REQUEST for SUPPORTING LETTER:

Ed Worley, Aging Director, requested the Board to send a supporting letter to Senator R.C. Soles, Jr., and Representative Dewey L. Hill for their continuous support for the \$1 million special appropriations bill, they introduced, for the new Columbus County Department of Aging building.

Commissioner Norris made a motion for a letter of support to be prepared and mailed to Senator R.C. Soles, Jr., and Representative Dewey L. Hill, for their continuous support for the \$1 million special appropriations bill, they introduced, for the new Columbus County Department of Aging building, seconded by Commissioner McKenzie. The motion unanimously carried.

Agenda Item #8: AGING - APPOINTMENT to AGING ADVISORY COUNCIL (REGION O):

Ed Worley, Aging Director, recommended Board appointment of Roy Lowe, who resides in Commissioner Memory's District, to the Aging Advisory Council (Region O) to fill the unexpired term of Louise Hilburn, who has resigned due to health problems.

Commissioner Memory made a motion to appoint Roy Lowe, 802 Canal Cove Road, Lake Waccamaw, North Carolina 28450, Telephone: (910) 646-3484, to the Aging Advisory Council, Region O, to fill the unexpired term of Louise Hilburn, who has resigned due to health problems, seconded by Commissioner Norris. The motion unanimously carried.

Agenda Item #9: ECONOMIC DEVELOPMENT - ESTABLISHMENT OF PUBLIC HEARING DATE:

James R. Hinkle, Interim Economic Development Director, requested the Board to establish March 19, 2007, at 6:30 P.M., as the Public hearing date for the Top Tobacco Expansion Incentive Grant.

Commissioner McKenzie made a motion to establish March 19, 2007, at 6:30 P.M., as the Public hearing date for the Top Tobacco Expansion Incentive Grant, seconded by Commissioner Norris. The motion unanimously carried.

Agenda Item #10: PLANNING - RE-AWARD OF CONTRACTS FOR 2005 SSH-CDBG GRANT:

Stevie Cox, Columbus County Planner, requested Board approval to re-award Contracts 05-01 and 05-02 for the 2005 SSH-CDBG Grant. Mr. Cox stated the following:

1. **Unit 05-01:** The low bidder was Joseph Locklear at \$25,000.00. This bid was rejected because it was more than 10% below our estimate of the cost. The second low bidder was Charles Merritt at \$32,512.00. He has not been able to complete current jobs on schedule. The third low bidder is Wayne Hardwick at \$39,520.00. The recommendation is to award to Wayne Hardwick in the amount of \$39,520.00.;
2. **Unit 05-02:** the low bidder was Howard Miller at \$39,650.00. Mr. Miller is not a licensed contractor in North Carolina and since the costs is \$30,000.00 or more, he is not qualified to do the work. The second low bidder is Charles Merritt at \$41,418.00. He has not been able to complete the current jobs on schedule. The third low bidder is Wayne Hardwick at \$43,220.00. The recommendation is to award to Wayne Hardwick in the amount of \$43,220.00.;
3. Columbus County has until December 2007 to complete this grant;
4. Staff recommends that the County commissioners approve re-awarding the Notice of Award on Contracts 05-01 and 05-02; **and**
5. This would allow the County to stay on pace to complete this grant on schedule.

Commissioner Bullard asked Mr. Cox if there were enough funds in this grant for the increased costs of these contracts. Mr. Cox replied stating yes.

Commissioner Gore asked Mr. Cox if the County would be liable for breach of contract if this was done. Steven W. Fowler, Columbus County Attorney, stated there were two (2) other avenues the County can take in a situation of this nature.

Vice Chairman Prevatte made a motion to re-award contracts 05-01 and 05-02 for the 2005 SSH-CDBG Grant, to Wayne Hardwick, at the amounts stated above, seconded by Commissioner McKenzie. The motion unanimously carried.

Agenda Item #11: ANIMAL CONTROL - DEPARTMENTAL UPDATE:

Rossie Hayes, Animal Control Director, delivered the following Departmental Update to the Board.

1. We are up to a full staff now;
2. I have not had a day off since last March;
3. We are having very good success with our adoption rate by utilizing Pedfinder.com;
4. Listed below is the statistical data for the period of July 1, 2006 through December 31, 2006:

Dogs Adopted	454
Dogs Picked Up	677
Cats Adopted	114
Cats Picked Up	1,233
Owners Picked Up	21
Free to Humane Society	11
Donated to Dr. Stih	6; and
5. We are staying very busy.

Commissioner McKenzie asked Mr. Hunt when would these funds be paid back to the General Fund. Mr. Hunt replied stating the Bond Anticipation Notes were scheduled to sell in April and these funds would be paid back to the General Fund at that time.

Commissioner Memory stated there were other outstanding indebtedness to the General Fund for Columbus County Water and Sewer District V.

Agenda Item #14: RESOLUTION - \$2 BILLION K-12 PUBLIC SCHOOL FACILITY BOND REFERENDUM RESOLUTION:

Commissioner Prevatte requested Board approval and adoption of the following \$2 Billion K-12 Public School Facility Bond Referendum Resolution.

\$2 BILLION K-12 PUBLIC SCHOOL FACILITY BOND REFERENDUM RESOLUTION

WHEREAS, providing a better and safer learning environment for our children is a pressing need in the State of North Carolina, and in Columbus County; **and**

WHEREAS, over the next five (5) years, North Carolina faces over \$9.9 billion in school construction needs and Columbus County faces one hundred fifty million (\$150,000,000) dollars in school construction needs; **and**

WHEREAS, class size reduction from North Carolina and Federal initiatives require commensurate space at existing public school facilities. North Carolina Public Schools have made space for the following:

- North Carolina's expansion of More at Four and Smart Start pre-Kindergarten;
- Federal mandates from the No Child Left Behind (NCLB) Act; **and**
- Individuals with Disabilities Education Act (IDEA).

This has been done for individual and small group instruction which is placing additional burdens on North Carolina's public school facilities; **and**

WHEREAS, inadequate facility funding and explosive student growth prohibits North Carolina Public Schools from providing adequate classroom space, resulting in the use of mobile units and deteriorating facilities that pose health and safety hazards for students and personnel, leaking roofs, antiquated ventilation, cramped classrooms, without sufficient funding for replacement and or repairs; **and**

WHEREAS, public school construction costs have increased by forty-seven (47%) percent since 2000 which continues to increase along with public school facility needs; **and**

WHEREAS, a state-wide school bond referendum is an investment in public school facilities that will provide replacement or repair of deteriorating buildings, accommodate student growth, decrease the need for mobile units, retrofit school facilities for 21st century technologies, improve working conditions for teachers to help address North Carolina's teacher shortage, and provide a safe learning environment for North Carolina's students.

NOW, THEREFORE, BE IT RESOLVED the Columbus County Board of Commissioners hereby adopts this Resolution in support of a two (\$2) Billion K-12 Public School Facility Bond Referendum for North Carolina, and encourages the 2007 General Assembly to take such actions as are necessary to allow the people of North Carolina to express their views through a public vote in the Bond Referendum to benefit the children of North Carolina.

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to The Honorable Michael F. Easley, Governor of North Carolina, Dr. June St. Clair Atkinson, the Superintendent of Public Instruction, the current members of the North Carolina General Assembly, and the North Carolina State Board of Education.

ADOPTED this the 5th day of March, 2007.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ **SAMMIE JACOBS, Chairman**
/s/ **AMON E. McKENZIE**

/s/ **JAMES E. PREVATTE, Vice Chairman**
/s/ **BILL MEMORY**

exercise any subsequent Extended Term options shall terminate.

2. EQUIPMENT

“Exhibit A” attached hereto and incorporated by reference identifies all antennas, transmission lines, transmitters, processing equipment, remote control equipment and other related equipment to be installed under this Agreement (the “Equipment”).

3. LICENSE

Subject to the terms hereof, COUNTY grants CUSTOMER a non-exclusive license to install and operate the transmitting antennas and transmission lines identified in “Exhibit A” on the Tower at the height and with the power specified therein. Additionally, COUNTY grants CUSTOMER a non-exclusive license to install and operate the transmitter(s) and associated control and processing equipment identified in “Exhibit A” within that portion of the Building and in the location(s) specified for that purpose from time to time by COUNTY.

4. UTILITIES

CUSTOMER may use the existing electrical utility facilities at the Building for the operation of its Equipment, and shall timely pay COUNTY, monthly in arrears, for the electricity it consumes in its operations at the rate charged by the servicing utility company. Other than electrical service, no utilities, including, but not limited to, water, sewer or gas, will be available to CUSTOMER at the Building. In no event shall COUNTY be liable for the quality, quantity, failure or interruption of such electrical service to the Building or damages resulting directly or indirectly there from. CUSTOMER may obtain separate utility service, including electricity and telephone lines, from any utility company that will provide service to the Property (including a stand-by power generator for CUSTOMER’s exclusive use).

5. PAYMENTS

(a) On or before the first day of each month of the Term of this Agreement, CUSTOMER shall pay to COUNTY, or its departmental designee, in advance, a license fee plus utilities drawn from COUNTY’s service for the prior month plus any applicable sales tax. In any period covered by this Agreement that is less than one month, the advance payment of the license fee shall be prorated.

(b) During the first year of this Agreement, the license fee shall be four hundred and 00/100 Dollars (\$400.00) per calendar month.

© At the end of the first year of this Agreement and at the end of each subsequent calendar year of this Agreement, the license fee payment by CUSTOMER to COUNTY shall be adjusted upward by five percent (5%) per radio or antenna.

6. INSTALLATION/MAINTENANCE OF EQUIPMENT

(a) All installation and maintenance of the Equipment shall be performed by contractors approved by COUNTY. Prior to installation of Equipment, CUSTOMER shall provide an engineering load study acceptable to COUNTY in its sole discretion, for the proposed installation of Equipment on the Tower. A professional structural engineer reasonably acceptable to COUNTY shall perform such engineering load study. CUSTOMER’s installation of its Equipment shall conform to EIA Standards RS-222-C and 222-F. COUNTY may require, at its expense, the presence of its representative during the installation of the Equipment.

In the event that the engineering load study for the proposed installation of the Equipment on the Tower indicates that structural or other reinforcements to the Tower are necessary to support the installation of the Equipment, then COUNTY, at the sole cost and expense of CUSTOMER, shall make such reinforcements to the Tower (which reinforcements shall be and remain the property of COUNTY), provided, however, that COUNTY shall not be required to make such reinforcements until (i) CUSTOMER pays to COUNTY the estimated cost of the construction of the reinforcements, and (ii) COUNTY is satisfied in its sole discretion that the reinforcements (or construction thereof) will not interfere with its or other tenants’ operations on the Tower.

All attachments to the Tower made by CUSTOMER and permitted by COUNTY hereunder shall be by means of detachable connections, clamps, and straps. No drilling, hole punching or welding shall be permitted, and all hardware shall be non-rusting. COUNTY agrees to provide to CUSTOMER all information it has on the Tower regarding tower manufacturer, foundations, and mapping of COUNTY’s equipment and other tenants’ equipment on the Tower for the engineering load study. Should such information be required as a condition of the engineering load study, and COUNTY not have such information in its possession, CUSTOMER agrees to pay for that portion of the engineering load study which requires any information on tower manufacturer, foundations,

or mapping of current loads.

If reinforcements or other structural changes need to be made to the Tower to support CUSTOMER's Equipment, CUSTOMER shall have the right to terminate this Agreement by giving COUNTY written notice without any further obligation hereunder if CUSTOMER elects to not have COUNTY make such reinforcements.

(b) Where applicable, all installation of CUSTOMER's Equipment shall include lightning and power surge protectors on telephone lines and 120 VAC power input connections.

© COUNTY requires that all CUSTOMER supplied equipment installed on the Tower itself be new material, specifically designed for the installation described in this Agreement. All CUSTOMER supplied equipment must be installed using good engineering practice, including the use of transmission line hangers and hoisting grips on the Tower.

No drilling, welding or punching holes will be allowed on the Tower. Except for Equipment listed on "Exhibit A," no additional equipment or frequencies will be allowed under this Agreement unless approved in writing by COUNTY.

(d) CUSTOMER shall pay any and all costs associated with installing and maintaining the Equipment on the Tower and in the Building. The costs for which CUSTOMER shall be responsible include, but are not limited to, the cost of any necessary equipment, installation costs engineering costs, the costs of any necessary permitting processes, including FCC licensing, and the costs of maintaining all equipment installed pursuant to this Agreement.

7. SAFE WORK PRACTICES

(a) CUSTOMER agrees that it and its employees, agents and independent contractors will comply with all site safety rules established and posted on site by COUNTY. Additionally, CUSTOMER agrees that it and its employees, agents and independent contractors will comply with all federal, state and local statutes, rules and regulations including, but not limited to, all requirements of the Occupational Safety and Health Administration, the Environmental Protection Agency and the Federal Communications Commission with respect to human exposure to non-ionizing radiation.

(b) If installation or maintenance of equipment requires power reduction or suspension of operation by Tower users, including CUSTOMER, COUNTY will contact all affected Tower users and establish a work schedule that permits installation and maintenance while minimizing the impact on affected users; provided, however, in emergency situations COUNTY and or its designee reserves the right to reduce CUSTOMER's power and suspend CUSTOMER's operations as necessary as determined by COUNTY if these actions are reasonably necessary to permit emergency work on the Tower itself or on equipment installed on the Tower.

8. SITE ACCESS

(a) CUSTOMER shall have unlimited access to the site for the installation, maintenance and operation of its Equipment in any CUSTOMER owned shelter or building. If CUSTOMER Equipment is located in COUNTY's Building then CUSTOMER shall be granted access after giving advance notice and accompaniment of a COUNTY employee. CUSTOMER agrees to pay COUNTY a Site Access fee, due and payable monthly, of fifteen and 00/100 Dollars (\$15.00) per hour (\$15.00 minimum) for each visit to access Equipment installed in COUNTY's Building. Weekend and holiday fees are calculated at two (2) times the regular fee.

(b) Access to the Tower will be limited to contractors approved by COUNTY and only with advance notice. COUNTY reserves the right to specify hours of access to the Tower if such access requires that COUNTY or other customers on the Tower reduce power or suspend operations in accordance with climbing policies posted on site. A COUNTY employee must accompany CUSTOMER's authorized service representatives for access to the Tower. CUSTOMER must provide a minimum of two (2) representatives if Tower access is requested. (A person is required on the ground when anyone is on the Tower.)

9. COVERAGE AND INTERFERENCE

(a) COUNTY implies no guarantees as to communications coverage for systems operating from the facility described herein. Any surveys, if provided, are to indicate a general parameter of expected coverage and are not binding as an exact representative of coverage.

(b) Experience under actual field conditions indicates that communications systems can

experience electromagnetic interference from many different sources including other CUSTOMERS' systems located at the same facility. COUNTY will exert all reasonable effort to minimize such interference but cannot guarantee its total absence.

© It shall be the responsibility of CUSTOMER to provide whatever filters, isolation traps, and such electronic devices, which COUNTY deems reasonably necessary for the elimination of interference caused by CUSTOMER's Equipment to other equipment operating at the site. In the event interference is not corrected after notification, COUNTY may require the CUSTOMER to cease all transmissions immediately and remain out of operation until such interference is corrected.

10. COMPLIANCE WITH LAWS AND REGULATIONS

CUSTOMER agrees to abide by all statutes, laws, ordinances, rules and regulations (including, but not limited to, those of the Federal Communications Commission) applying to the operation and maintenance of communication equipment, and to operate the Equipment in such a way as to not cause undue interference to COUNTY or other customers using the Tower and COUNTY owned Building.

11. INSURANCE

(a) CUSTOMER hereby assumes all risk of and responsibility for, and agrees to indemnify and save harmless COUNTY from and against, any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith made, brought or obtained on account of the loss of life, property or injury or damage to the person or property of any person or person whomsoever, whether such person or persons be CUSTOMER, its agents or employees, or COUNTY, its agents or employees, any contractors or sub-contractors employed by CUSTOMER, their agents or employees, or any third person in no way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to arise out of, result from, or be in any way connected with CUSTOMER's performance under this Agreement or any work done there under.

(b) CUSTOMER shall procure and maintain workman's compensation insurance and comprehensive public liability and property damage insurance for this work from an insurance company approved by COUNTY, covering all of CUSTOMER's operations and activities in connection with this Agreement with a single limit of not less than \$1,000,000.00 and naming COUNTY as an additional insured and shall furnish COUNTY with a certificate evidencing such insurance and stating that such coverage shall not be cancelled or changed until COUNTY shall be given thirty (30) days' notice in writing. The insurance must be carried throughout the term of this Agreement.

12. RISK OF LOSS

All CUSTOMER's personal property of every kind or description which may at any time be on the Tower or in the Building shall be at CUSTOMER's sole risk, or at the risk of those claiming under CUSTOMER. COUNTY shall not be liable for damage to or theft of or misappropriation of such property, any injury or damage to persons or property resulting from or related to CUSTOMER's personal property.

13. LIENS

If any mechanic's, laborer's, material man's or any other lien shall at any time be filed against COUNTY's property as a result of CUSTOMER's activities, CUSTOMER shall, within ten (10) days after such lien is made or filed, cause the same to be discharged of record by payment, order of court of competent jurisdiction, or otherwise. Notice is hereby given that COUNTY shall not be liable for any labor or materials furnished to CUSTOMER and no mechanic's or other lien shall attach to or affect the estate or interest of COUNTY in and to the site of the Tower and Building.

14. INDEMNIFICATION, LIABILITY, INTERRUPTION OF SERVICE

(a) CUSTOMER shall indemnify and hold harmless and defend, to the fullest extent of the law, COUNTY from and against any and all loss, damage, claims, mechanics and other liens, liabilities, legal actions, costs, charges, judgments, and/or expenses, including reasonable attorney's fees which may be imposed upon, incurred by or asserted against COUNTY by reason of any acts or omission to act, faults or negligence of CUSTOMER or any of CUSTOMER's agents, employees, or contractors (including any of their subcontractors), or anyone authorized to act for or on behalf of CUSTOMER on or about the Tower or Building.

(b) If, due to acts of God or for any other reason, except gross negligence on the part of COUNTY, CUSTOMER's use of the Tower and Building is delayed or interrupted, COUNTY shall have no liability.

© In the unlikely event the Tower or Building becomes unusable as a result of any

circumstance, COUNTY may elect to terminate this Agreement without liability upon sixty (60) days' written notice to CUSTOMER.

15. ASSIGNMENT

CUSTOMER shall not assign or transfer this Agreement without prior written consent by COUNTY. Nothing herein shall preclude the sale by COUNTY of all or any portion of its property which includes the Tower and Building providing that this Agreement shall be binding upon and inure to the benefit of COUNTY's successors and/or assigns.

16. REMOVAL OF EQUIPMENT UPON TERMINATION

CUSTOMER agrees to remove its Equipment from the Tower and Building, at its sole expense, within thirty (30) days after termination of this Agreement. CUSTOMER further agrees to restore the property to like condition prior to the installation of Equipment.

17. SUBORDINATION CLAUSE

This Agreement and CUSTOMER's rights hereunder are subject and subordinate to any mortgage or underlying lease now or hereafter placed on the Tower and Building and any modifications, extensions or consolidations of such mortgages or underlying leases. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, CUSTOMER will execute any document COUNTY may reasonably request.

18. DEFAULT

In the event of CUSTOMER's default of payment of the License fees or CUSTOMER's failure to comply with any of the provisions of this Agreement, COUNTY may at its option, discontinue service to the CUSTOMER by removing AC power from CUSTOMER's Equipment with one (1) day's notice to the CUSTOMER or, again at its option, COUNTY may terminate this Agreement and, at CUSTOMER's risk, remove and store CUSTOMER's Equipment. CUSTOMER will be required to pay all unpaid License fees, reimburse COUNTY for removal and storage expense, cost of collecting same including court costs and attorney's fees.

19. CROSS DEFAULT

Any default in CUSTOMER's performance of its obligations hereunder shall be a default under any other tower license agreement or tower lease agreement then existing between COUNTY and CUSTOMER. Any default by CUSTOMER under any other tower license agreement or tower lease agreement between COUNTY and CUSTOMER shall be a default under this Agreement.

20. WAIVER

Failure of any party to complain of any act or omission on the part of any other party in breach or default of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or other provisions.

21. NOTICES

All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given if sent by registered or certified United States mail, postage prepaid, addressed as follows:

IF TO COUNTY: Columbus County Attorney
111 Washington Street
Whiteville, NC 28472

IF TO CUSTOMER: Radio Shack
38 White's Crossing
Whiteville, NC 28472

Or any such other addresses as the parties may from time to time designate in writing.

22. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof; supersedes all prior negotiations between such parties; and can be amended, supplemented or changed only by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.

23. PERFORMANCE OF OBLIGATION OF CUSTOMER

If CUSTOMER shall be in default hereunder, COUNTY may cure such default on behalf of CUSTOMER, in which event CUSTOMER shall reimburse COUNTY together with interest at the rate of ten percent (10%) per annum plus reasonable attorney's fees. In order to collect such reimbursement, COUNTY shall have all the remedies available under this Agreement.

24. GOVERNING LAW

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of North Carolina.

25. COUNTERPARTS

This Agreement may be signed in several counterparts, which, taken together, shall constitute one and the same instrument.

26. AUTHORITY/BINDING AGREEMENT

Each party hereto represents and warrants that the execution, delivery and performance of this Agreement has been approved by all necessary action on the part of its directors/managers/partners/principals and that this Agreement is a valid, binding obligation of the party, enforceable in accordance with its terms.

27. COSTS AND ATTORNEY'S FEES

If a party to this Agreement institutes litigation to enforce its rights hereunder, the prevailing party the litigation shall be entitled to its costs of litigation and any appeal, including attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Tower License Agreement on the dates indicated.

COLUMBUS COUNTY

By: _____

Sammie Jacobs, Chairman

Columbus County Board of Commissioners

Date signed: _____

ATTESTED BY:

June B. Hall
Clerk to the Board

CUSTOMER

RADIO SHACK

By: _____

Its _____

Date signed: _____

Approved as to form:

Columbus County Attorney

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

Columbus County Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

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

foregoing instrument in the presence of the Chairman of the Board, in accordance with the order of the Board.

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

Notary Public
My Commission Expires:_____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for _____ County, _____, do certify that on this the ____ day of _____, 2007, personally appeared before me _____, President of RADIO SHACK, proved to me by satisfactory evidence to be the person whose name is signed on the foregoing instrument, and acknowledged that _____ signed it voluntarily on behalf of the corporation and in the capacity stated, for the purposes therein stated.

Witness my hand and official seal or stamp, this the ____ day of _____, 2007.

Notary Public
My Commission Expires:_____

Commissioner Gore stated the following:

1. This radio will be an asset to Columbus County and the County Commissioners;
2. Steve Fowler, County Attorney, has prepared a contract and given a copy to Tim Blackmon and the County Commissioners; **and**
3. This is only a stepping stone in this process and will open up DSL services to the citizens.

Steven W. Fowler, Columbus County Attorney, stated that Mr. Blackmon has contacted him with some minor changes he would like to make.

Commissioner Gore made a motion to approve the Tower License Agreement between Columbus County and Radio Shack, subject to changes by Tim Blackmon, and the County Attorney's approval of these changes, seconded by Commissioner Memory. The motion unanimously carried.

Agenda Item #16: AGENDA PROCEDURES and GUIDELINES - APPROVAL of MOTION on its SECOND READING:

Commissioner McKenzie requested Board approval of the following two-part motion made at the February 19, 2007 Board Meeting for the first reading:

- (1) No motion is to be made, or no action is to be taken, unless the pertinent item has been listed on the said Board Agenda for that Meeting; **and**
- (2) Any policy, or operating procedure, for consideration of adoption or changes, must be listed on the said Board Agenda for that meeting, except in an emergency, or a time element is involved.

Commissioner McKenzie made a motion to approve the following two-part motion made at the February 19, 2007 Board Meeting, on its second reading:

- (1) No motion is to be made, or no action is to be taken, unless the pertinent item has been listed on the said Board Agenda for that Meeting; **and**
- (2) Any policy, or operating procedure, for consideration of adoption or changes, must be listed on the said Board Agenda for that meeting, except in an emergency, or a time element is involved..

This motion was seconded by Commissioner Memory.

Commissioner Bullard stated the following, in accordance with Robert's Rules of Order:

1. If a motion is made to amend or suspend the established rules or customs;
2. If we follow Parliamentary Procedures by operation of the Board and doing business as County officials;
3. All motions that has the effect to make a variation from the established rules and customs require a 2/3 majority vote; **and**
4. This motion will require a 2/3 vote, before its adoption, because it is a suspension of the rules.

Commissioner Prevatte stated that if you vary from normal customs, whether written or unwritten, you must have a 2/3 majority vote.

Commissioner Bullard asked Steven W. Fowler, Columbus County Attorney, what his interpretation of this would be. Mr. Fowler replied stating he would like sufficient time to check into this matter.

Commissioner Memory withdrew his second, and Commissioner McKenzie withdrew his motion.

Commissioner Memory made a motion to table this matter until the March 19, 2007 Board Meeting, seconded by Commissioner Norris. The motion unanimously carried.

Agenda Item #17: DISCUSSION - WATER DEPARTMENT ADJUSTMENTS:

Commissioner Memory requested a discussion to be conducted by the Board relative to the adjustments being made by the Water Department to the monthly water bills.

Commissioner Memory stated that staff was working on this and the information has not been completed.

Commissioner Memory made a motion to table this Agenda item until the March 19, 2007 Board Meeting, seconded by Commissioner Norris. The motion unanimously carried.

Agenda Item #18: DISCUSSION - FRANK FORONDA'S MONETARY REQUEST:

Chairman Jacobs requested that a discussion be conducted by the Board relative to the request that was made by Frank Foronda, retired veteran, at the February 19, 2007 Board Meeting, for the amount of one thousand and 00/100 (\$1,000.00) dollars.

Chairman Jacobs asked Mr. Foronda how he was going to utilize this monetary amount, if awarded, for the military troops. Mr. Foronda replied stating he planned to prepare care packages to be sent to the American troops who are abroad at war.

Commissioner McKenzie stated the troops of the Armed Forces has made it possible for everyone of us to be free and have the ability to set here at this meeting.

Commissioner Memory stated the amount Mr. Foronda was requesting calculated to 1.8¢ for every citizen in Columbus County, and that was not much in comparison to the freedom every citizen enjoys. Commissioner Memory instructed Mr. Foronda to fill out the Application for County Appropriations for any future amounts being requested.

Commissioner McKenzie made a motion to award the amount of one thousand and 00/100 (\$1,000.00) dollars, to be made payable to Veterans of Foreign Wars, Post 8073, seconded by Commissioner Memory. The motion unanimously carried.

Agenda Item #19: CONSENT AGENDA ITEMS:

A. Budget Amendments:

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

TYPE	ACCOUNT	DETAILS	AMOUNT
Expenditure	10-700-9709	CCT EDTAP	18,674

Revenue	10-348-3200	NCDOT Rural Operating Asst	18,674
Expenditure	10-610-6065	CP&L Energy	483
Revenue	10-348-1660	CP&L Energy	483

B. Amendments to February 19, 2007 Refunds and Releases:

Commissioner Norris made a motion to approve the following Amendments to the February 19, 2007 Refunds and Releases, seconded by Commissioner McKenzie. The motion unanimously carried.

Release the value of a mobile home in the name of Shannon Rogers. For the year 2005 and 2006, the amount of the Columbus Rescue fee to be released should be \$6.96 instead of \$6.95. For the year 2002, there is no W2 amount to be released. The amount of \$49.80 was keyed in the request in error.

Release the value of a mobile home in the name of Mark Singletary for the year of 2003. The correct account number should be 06-32991 instead of 16-32991.

Release the value of a mobile home in the name of Doninick Torelli. The amount of the Old Dock Fire to be released should be \$6.89 instead of \$6.59.

C. Tax Refunds and Releases:

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

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

Refunds Name: Enzor, Dwayne L. Amount: \$0.00
Value: \$0.00 Year 005 Account # 16-00406 Bill # 97852 Total \$177.00
Refund the user fee on a house that is vacant.
6360 Cherry Grove Rd. Cerro Gordo, NC 28430

Refunds Name: Enzo, Dwayne L. Amount: \$0.00
Value: \$0.00 Year 006 Account # 16-00406 Bill # 28771 Total \$193.00
Refund user fee on a house that is vacant
6360 Cherry Grove Rd. Cerro Gordo NC 28430

Refunds Name: Finical, Paul J. Amount: \$0.00
Value: \$0.00 Year 006 Account # 06-03055 Bill # 29644 Total \$106.00
Refund user fee on land that is vacant.
PO Box 802 Tabor City NC 28463

Refunds Name: Land of Lakes Sports Complex Amount: \$0.00
Value: \$0.00 Year 998 Account # 01-50890 Bill # 56686 Total \$100.00
Refund user fee. Customer is using a commercial hauler. See attached letter.
2950 Bill Hooks Rd. Whiteville NC 28472

Refunds Name: Land of Lakes Sports Complex Amount: \$0.00
Value: \$0.00 Year 999 Account # 01-50890 Bill # 18670 Total \$100.00
Refund user fee. Customer using a commercial hauler. See attached letter.
2950 Bill Hooks Rd. Whiteville NC 28472

Refunds Name: Land of Lakes Sports Complex Amount: \$0.00
Value: \$0.00 Year 000 Account # 01-50890 Bill # 99909 Total \$125.00
Refund user fee. Customer using a commercial hauler.
2950 Bill Hooks Rd. Whiteville NC 28472

Refunds Name: Land of Lakes Sports Complex Amount: \$0.00
Value: \$0.00 Year 001 Account # 01-50890 Bill # 401 Total \$165.00
Refund user fee. Customer using a commercial hauler. See attached letter.

2950 Bill Hooks Rd. Whiteville NC 28472

Refunds Name: Land of Lakes Sports Complex Amount: \$0.00
 Value: \$0.00 Year 002 Account # 01-50890 Bill # 78286 Total \$177.00
 Refund user fee. Customer is using a commercial hauler. See attached letter.

2950 Bill Hooks Rd. Whiteville NC 28472

Refunds Name: Land of Lakes Sports Complex Amount: \$0.00
 Value: \$0.00 Year 003 Account # 01-50890 Bill # 48786 Total \$177.00
 Refund user fee. Customer using a commercial hauler. See attached letter.

2950 Bill Hooks Rd. Whiteville NC 28472

Refunds Name: Land of Lakes Sports Complex Amount: \$0.00
 Value: \$0.00 Year 004 Account # 01-50890 Bill # 5027 Total \$177.00
 Refund user fee. Customer using a commercial hauler. See attached letter.

2950 Bill Hooks Rd. Whiteville NC 28472

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. Customer using a commercial hauler. See attached letter.

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. Customer using a commercial hauler. See attached letter.

2950 Bill Hooks Rd. Whiteville NC 28472

Refunds Name: Terrell, Gregory Amount: \$0.00
 Value: \$0.00 Year 005 Account # 06-39427 Bill # 25571 Total \$86.52
 Refund a portion of the user fee. Property inside the city limits.

907 Quinton Ave. Trenton NJ 08629

Refunds Name: Baldwin, James A. Amount: \$68.39
 Value: \$8,940.00 Year 006 Account # 14-03106 Bill # Total \$285.79
 Refund the value of a mobile home, the Welches Creek Fire (7.15) and the Whiteville Rescue (1.79).
 The home is double listed in the name of Tim Long.

44 Memory Corner Clarkton NC 28422

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

Release the Property Value in the name of Boys & Girls Home of NC Amount: \$120.49
 Value: \$15,750.00 Year: 2006 Account # 08-50087 Bill # 1037 Total \$123.64
 Release the value of a boat and the Columbus Rescue fee. Property is tax exempt.

Release the Property Value in the name of Britt, William Amount: \$68.54
 Value: \$89.50 Year: 2006 Account # 12-01052 Bill # 1417 Total \$299.98
 Release the value of a mobile home, the Evergreen Fire (25.00), the Columbus Rescue (1.79) and W2
 (11.65). The home was repossessed in 2002.

Release the Property Value in the name of Bullard Brothers Amount: \$45.44
 Value: \$5,826.00 Year: 2002 Account # 12-04188 Bill # 1536 Total \$411.68
 Release the value of a mobile home, the Cerro Gordo Fire (5.83) and the Columbus Rescue (1.17). The
 home is double listed in the name of Charles Bullard.

Release the Property Value in the name of Bullard Brothers Amount: \$43.56
 Value: \$5,585.00 Year: 2003 Account # 12-04188 Bill # 1781 Total \$409.30
 Release the value of a mobile home, the Cerro Gordo Fire (5.59) and the Columbus Rescue (1.12). The
 home is double listed in the name of Charles Bullard.

Release the Property Value in the name of Bullard Brothers Amount: \$48.36
 Value: \$6,200.00 Year: 2004 Account # 12-04188 Bill # 7918 Total \$424.68
 Release the value of a mobile home, the Cerro Gordo Fire (6.20) the Columbus Rescue (1.24) and W2
 (9.30). The home is double listed in the name of Charles Bullard.

831

Release the Property Value in the name of Bullard Brothers Amount: \$33.36
Value: \$4,570.00 Year: 2005 Account # 12-04188 Bill # 1649 Total \$396.95
Release the value of a mobile home, the Cerro Gordo Fire (4.57) the Columbus Rescue (.91) and W2 (4.11).
The home is double listed in the name of Charles Bullard.

Release the Property Value in the name of Bullock, Linda S. Amount: \$39.53
Value: \$5,491.00 Year: 2000 Account # 10-01630 Bill # 4133 Total \$108.48
Release the value of a single wide home that was traded for a double wide in 1999 and listed.

Release the Property Value in the name of Bullock, Linda S. Amount: \$31.58
Value: \$4,128.00 Year: 2006 Account # 10-01630 Bill # 2635 Total \$141.03
Release the value of a single wide home that was traded for a double wide in 1999 and listed.

Release the Property Value in the name of Bullock, Linda S. Amount: \$33.82
Value: \$4,634.00 Year: 2005 Account # 10-01630 Bill # 1875 Total \$126.04
Release the value of a single wide home that was traded for a double wide in 1999 and listed.

Release the Property Value in the name of Bullock, Linda S. Amount: \$42.75
Value: \$5,481.00 Year: 2001 Account # 10-01630 Bill # 4209 Total \$122.14
Release the value of a single wide home that was traded for a double wide in 1999 and listed.

Release the Property Value in the name of Bullock, Linda S. Amount: \$39.49
Value: \$8,278.00 Year: 2002 Account # 10-01630 Bill # 1755 Total \$130.71
Release the value of a single wide home that was traded for a double wide in 1999 and listed.

Release the Property Value in the name of Clemons, Gregory L. Amount: \$39.25
Value: \$0.00 Year: 2006 Account # 06-03742 Bill # 4919 Total \$39.25
Release the 2% discount not absorbed by computer.

Release the Property Value in the name of Clewis, Chris Amount: \$78.69
Value: \$10,088.00 Year: 2003 Account # 09-04374 Bill # 4070 Total \$95.44
Release the value of a mobile home, the Williams Fire (6.05) and the Columbus Rescue (2.02). The home
is double listed in the name of James Christopher Clewis.

Release the Property Value in the name of Clewis, Chris Amount: \$68.54
Value: \$8,960.00 Year: 2006 Account # 09-04374 Bill # 4935 Total \$83.28
Release the value of a mobile home, the Williams Fire (5.38) and the Columbus Rescue (1.79). The home
is double listed in the name of James Christopher Clewis.

Release the Property Value in the name of Clewis, Chris Amount: \$68.32
Value: \$9,359.00 Year: 2005 Account # 09-04374 Bill # 4088 Total \$83.39
Release the value of a mobile home, the Williams Fire (5.62) and the Columbus Rescue (1.87). The home
is double listed in the name of James Christopher Clewis.

Release the Property Value in the name of Clewis, Chris Amount: \$77.56
Value: \$9,943.00 Year: 2004 Account # 09-04374 Bill # 0248 Total \$94.07
Release the value of a mobile home, the Williams Fire (5.97) and the Columbus Rescue (1.99). The home
is double listed in the name of James Christopher Clewis.

Release the Property Value in the name of Clewis, Chris Amount: \$81.65
Value: \$10,468.00 Year: 2002 Account # 09-04374 Bill # 3778 Total \$269.11
Release the value of a mobile home and the Columbus Rescue. The home is double listed in the name of
James Christopher Clewis.

Release the Property Value in the name of Clewis, Chris Amount: \$60.12
Value: \$8,350.00 Year: 2000 Account # 09-04374 Bill # 6058 Total \$185.12
Release the value of a mobile home that is double listed in the name of James Christopher Clewis.

Release the Property Value in the name of Clewis, Chris Amount: \$63.49
Value: \$8,140.00 Year: 2001 Account # 09-04374 Bill # 6219 Total \$236.63
Release the value of a mobile home and the Columbus Rescue fee. The home is double listed in the name
of James Christopher Clewis.

Release the Property Value in the name of Cox, C Dwight Amount: \$112.32

Value: \$14,400.00 Year: 2001 Account # 09-05352 Bill # 7184 Total \$123.84
 Release the property value, the Williams Fire (8.64) and the Columbus Rescue (2.88). The property is double listed in the name of Shelby Jean Roysla.

Release the Property Value in the name of Cox, C Dwight Amount: \$112.32
 Value: \$14,400.00 Year: 2002 Account # 09-05352 Bill # 4757 Total \$123.84
 Release the property value, the Williams Fire (8.64) and the Columbus Rescue (2.88). Property is double listed in the name of Shelby Jean Royals.

Release the Property Value in the name of Cox, C. Dwight Amount: \$153.00
 Value: \$20,000.00 Year: 2006 Account # 09-05352 Bill # 5910 Total \$169.00
 Release the property value, the Williams Fire (12.00) and the Columbus Rescue (4.00). The property is double listed in the name of Shelby Jean Royals.

Release the Property Value in the name of Cox, C. Dwight Amount: \$103.68
 Value: \$14,400.00 Year: 2000 Account # 09-05352 Bill # 7009 Total \$112.32
 Release the property value and the Williams Fire fee. The property is double listed in the name of Shelby Jean Royals.

Release the Property Value in the name of Cox, C. Dwight Amount: \$41.70
 Value: \$6,000.00 Year: 1999 Account # 09-05352 Bill # 6215 Total \$45.30
 Release the property value and the Williams Fire. The property is double listed in the name of Shelby Jean Royals.

Release the Property Value in the name of Cox, C. Dwight Amount: \$112.32
 Value: \$14,400.00 Year: 2003 Account # 09-05352 Bill # 5062 Total \$123.84
 Release the property value, the Williams Fire (8.64) and the Columbus Rescue (2.88). The property is double listed in the name of Shelby Jean Royals.

Release the Property Value in the name of Cox, C. Dwight Amount: \$112.32
 Value: \$14,400.00 Year: 2004 Account # 09-05352 Bill # 1231 Total \$123.84
 Release the property value, the Williams Fire (8.64) and the Columbus Rescue (8.64) and the Columbus Rescue (2.88). The property is double listed in the name of Shelby Jean Royals.

Release the Property Value in the name of Cox, C. Dwight Amount: \$146.00
 Value: \$20,000.00 Year: 2005 Account # 09-05352 Bill # 5066 Total \$162.00
 Release the property value, the Williams Fire (12.00) and the Columbus Rescue (4.00). The property is double listed in the name of Shelby Jean Royals.

Release the Property Value in the name of Cox, C. Dwight Amount: \$58.38
 Value: \$8,400.00 Year: 1998 Account # 09-05352 Bill # 056 Total \$63.42
 Release the property value and the Williams Fire fee. The property is double listed in the name of Shelby Jean Royals.

Release the Property Value in the name of Cribb, Heather Amount: \$110.00
 Value: \$14,450.00 Year: 2006 Account # 16-00855 Bill # 6234 Total \$333.13
 Release the value of a mobile home, the Cerro Gordo Fire (14.45) and the Columbus Rescue (2.29). The home is double listed in the name of Anthony Ray Cribb.

Release the Property Value in the name of Freeman, Hanzel Amount: \$5.36
 Value: \$700.00 Year: 2006 Account # 14-05180 Bill # 0819 Total \$6.51
 Release the farm equipment value, the St. James Fire (.42) and the Columbus Rescue (.14). The equipment was sold in 2005.

Release the Property Value in the name of Freeman, Liston Amount: \$7.65
 Value: \$1,000.00 Year: 2006 Account # 14-05323 Bill # 0924 Total \$9.30
 Release the value of a boat, the St. James Fire (.60) and the Columbus Rescue (0.20). The boat has been junked.

Release the Property Value in the name of Griffin, Timothy Amount: \$65.94
 Value: \$8,620.00 Year: 2006 Account # 13-03721 Bill # 4064 Total \$274.06
 Release the value of a mobile home, the Klondyke Fire (6.03) and the Columbus Rescue (1.72). The home is double listed in the name of Leanna Dale Ward.

833

Release the Property Value in the name of Griffin, Timothy Amount: \$66.87
Value: \$9,160.00 Year: 2005 Account # 16-02156 Bill # 030 Total \$270.89
Release the value of a mobile home, the Cerro Gordo Fire (9.16), the Columbus Rescue (1.83) and W2 (8.24). The home is double listed in the name of Leanna Dale Ward.

Release the Property Value in the name of Hardee, Gregory Amount: \$266.22
Value: \$34,800.00 Year: 2006 Account # 09-12440 Bill # 4616 Total \$487.06
Release the value of a mobile home, the Williams Fire (20.88) and the Columbus Rescue (6.96). The home is double listed in the name of Ronald & Patricia Ward.

Release the Property Value in the name of Herring Carl Amount: \$0.00
Value: \$0.00 Year: 2006 Account # 03-10934 Bill # 5712 Total \$5.29
Release due to post mark error.

Release the Property Value in the name of Hill, Ethel Amount: \$168.63
Value: \$23,100.00 Year: 2005 Account # 11-04824 Bill # 107 Total \$364.11
Release the value of a mobile home, the Hallsboro Fire (13.86) and the Columbus Rescue (4.62). The mobile home is listed in Bladen County.

Release the Property Value in the name of Hill, Ethel Amount: \$164.40
Value: \$21,490.00 Year: 2006 Account # 11-04824 Bill # 6171 Total \$393.05
Release the value of a mobile home, the Hallsboro Fire (12.89) and the Columbus Rescue (4.30). The home is listed in Bladen County.

Release the Property Value in the name of Hill, Ethel Amount: \$193.67
Value: \$24,830.00 Year: 2004 Account # 11-04824 Bill # 176 Total \$411.89
Release the value of a mobile home, the Hallsboro Fire (14.90) and the Columbus Rescue (4.97). The mobile home is listed in Bladen County.

Release the Property Value in the name of Housend, Barry Amount: \$33.51
Value: \$4,380.00 Year: 2006 Account # 09-04035 Bill # 7120 Total \$233.72
Release the value of a mobile home, the Williams Fire (2.63) and the Columbus Rescue (.88). The home is double listed in the name of Brandon & Renee Housand.

Release the Property Value in the name of Lavender, Mary Amount: \$14.82
Value: \$1,900.00 Year: 2002 Account # 08-10900 Bill # 8461 Total \$15.20
Release the property value and the Columbus Rescue fee. The property is double listed in the name of Ceasar Lavendar Sr. Heirs.

Release the Property Value in the name of Lavender, Mary Amount: \$14.82
Value: \$1,900.00 Year: 2003 Account # 08-10900 Bill # 8962 Total \$15.20
Release the property value and the Columbus Rescue. The property is double listed in the name of Ceasar Lavender Sr. Heirs.

Release the Property Value in the name of Lavender, Mary Amount: \$27.01
Value: \$3,700.00 Year: 2005 Account # 08-10900 Bill # 168 Total \$27.75
Release the property value and the Columbus Rescue. The property is double listed in the name of Ceasar Lavender Sr. Heirs.

Release the Property Value in the name of Lavender, Mary Amount: \$28.31
Value: \$3,700.00 Year: 2006 Account # 08-10900 Bill # 0296 Total \$29.05
Release the property value and the Columbus Rescue. The property is double listed in the name of Ceasar Lavender Sr. Heirs.

Release the Property Value in the name of Lavender, Mary Amount: \$13.68
Value: \$1,900.00 Year: 2000 Account # 08-10900 Bill # 4 Total \$13.68
Release the property value that is double listed in the name of Ceasar Lavender Sr. Heirs.

Release the Property Value in the name of Lavender, Mary Amount: \$14.82
Value: \$1,900.00 Year: 2001 Account # 08-10900 Bill # 68 Total \$15.20
Release the property value and the Columbus Rescue fee. The property is double listed in the name of Ceasar Lavender Sr. Heirs.

Release the Property Value in the name of Lavender, Mary Amount: \$13.21

Value: \$1,900.00 Year: 1997 Account # 08-10900 Bill # 2077 Total \$13.21
Release the property value that is double listed in the name of Ceasar Lavender Sr. Heirs.

Release the Property Value in the name of Lavender, Mary Amount: \$13.21
Value: \$1,900.00 Year: 1998 Account # 08-10900 Bill # 6833 Total \$13.21
Release the property value that is double listed in the name of Ceasar Lavender Sr. Heirs.

Release the Property Value in the name of Lavender, Mary Amount: \$13.21
Value: \$1,900.00 Year: 1999 Account # 08-10900 Bill # 8829 Total \$13.21
Release the property value that is double listed in the name of Ceasar Lavender Sr. Heirs.

Release the Property Value in the name of Lavender, Mary Amount: \$14.82
Value: \$1,900.00 Year: 2004 Account # 08-10900 Bill # 207 Total \$15.20
Release the property value and the Columbus Rescue. The property is double listed in the name of Ceasar Lavender Sr. Heirs.

Release the Property Value in the name of Lee, Joseph Amount: \$26.01
Value: \$3,335.00 Year: 2004 Account # 03-12974 Bill # 380 Total \$209.29
Release the value of a mobile home, the Old Dock Fire (2.67) and the Columbus Rescue (.67). The home is double listed in the name of Tracey Lee.

Release the Property Value in the name of Lee, Joseph Amount: \$7.30
Value: \$1,000.00 Year: 2005 Account # 03-12974 Bill # 342 Total \$186.13
Release the value of a mobile home, the Old Dock Fire (.80) and the Columbus Rescue (.20). The home is double listed in the name of Tracey Lee.

Release the Property Value in the name of Lee, Joseph Amount: \$23.40
Value: \$3,000.00 Year: 2003 Account # 03-12974 Bill # 9124 Total \$206.04
Release the value of a mobile home, the Old Dock Fire (2.40) and the Columbus Rescue (060). The home is double listed in the name of Tracey Lee.

Release the Property Value in the name of Lee, Joseph Amount: \$22.97
Value: \$2,945.00 Year: 2002 Account # 03-12974 Bill # 8617 Total \$205.51
Release the value of a mobile home, the Old Dock Fire (2.36) and the Columbus Rescue (.59). The home is double listed in the name of Tracy Lee.

Release the Property Value in the name of Lee, Joseph Amount: \$7.65
Value: \$1,000.00 Year: 2006 Account # 03-12974 Bill # 0458 Total \$202.52
Release the value of a mobile home, the Old Dock Fire (.80) and the Columbus Rescue (.20). The home is double listed in the name of Tracey Lee.

Release the Property Value in the name of Long, Damarks Amount: \$103.22
Value: \$14,140.00 Year: 2005 Account # 01-02864 Bill # 0205 Total \$304.60
Release the value of a mobile home, the Brunswick Fire (9.90) and the Columbus Rescue (2.83). The home is double listed in the name of Juan A. Hernandez.

Release the Property Value in the name of Long, Demarks Amount: \$101.13
Value: \$13,220.00 Year: 2006 Account # 01-02864 Bill # 1358 Total \$317.32
Release the value of a mobile home, the Brunswick Fire (9.25) and the Columbus Rescue (2.64). The home is double listed in the name of Juan A. Hernandez.

Release the Property Value in the name of Martin, Jessie Amount: \$54.32
Value: \$7,100.00 Year: 2006 Account # 08-12120 Bill # 2437 Total \$55.74
Release the property value and the Columbus Rescue. The property is double listed in the name of James M. Perritt & Lois.

Release the Property Value in the name of McGill, Bernard Amount: \$92.57
Value: \$12,100.00 Year: 2006 Account # 16-03834 Bill # 3097 Total \$321.69
Release the value of a mobile home, the Cerro Gordo Fire (12.10), the Columbus Rescue (2.42) and W2 (10.89). The home was repossessed in 2005.

Release the Property Value in the name of Page Home Sales Amount: \$142.37
Value: \$18,610.00 Year: 2006 Account # 13-04117 Bill # 7095 Total \$376.31
Release the value of a mobile home, the Klondyke Fire (13.03), the Columbus Rescue (3.72) and W3

835

(24.19). The home is stored on the sales lot for repo company.

Release the Property Value in the name of Register, Lois Amount: \$7.65
Value: \$1,000.00 Year: 2006 Account # 03-19344 Bill # 9943 Total \$9.52
Release the value of a mobile home, the Old Dock Fire (.80) and the Columbus Rescue (.20). The mobile home has been destroyed.

Release the Property Value in the name of Simmons, Larry Amount: \$251.12
Value: \$34,400.00 Year: 2005 Account # 01-04336 Bill # 1319 Total \$455.64
Release the value of a mobile home, the Williams Fire (20.64) and the Whiteville Rescue (6.88). The home is double listed in the name of Jerry Powell.

Release the Property Value in the name of Simmons, Larry Amount: \$263.16
Value: \$34,400.00 Year: 2006 Account # 01-04336 Bill # 2606 Total \$483.68
Release the value of a mobile home, the Williams Fire (20.64) and the Whiteville Rescue (6.88). The home is double listed in the name of Jerry Powell.

Release the Property Value in the name of Spears, Fred Amount: \$78.57
Value: \$10,270.00 Year: 2006 Account # 15-03343 Bill # 4603 Total \$295.23
Release the value of a mobile home, the Acme Delco Fire (12.32) and the Columbus Rescue (2.05). The home is listed in Bladen County.

Release the Property Value in the name of Spears, Fred Amount: \$80.15
Value: \$10,980.00 Year: 2005 Account # 15-03343 Bill # 3313 Total \$282.08
Release the value of a mobile home, the Acme Delco Fire (13.18) and the Columbus Rescue (2.20). The home is listed in Bladen County.

Release the Property Value in the name of Stanley, Aaron Amount: \$133.65
Value: \$17,470.00 Year: 2006 Account # 07-05728 Bill # 4956 Total \$359.23
Release the value of a mobile home, the Nakina Fire (13.98) and the Columbus Rescue (3.49). The home is double listed in the name of Eric Stanley.

Release the Property Value in the name of True Way Apostolic Ch. Amount: \$425.34
Value: \$55,600.00 Year: 2006 Account # 02-00715 Bill # 7870 Total \$436.46
Release the property value and the Whiteville Rescue. The property is tax exempt.

Release the Property Value in the name of True Way Apostolic Ch. Amount: \$104.81
Value: \$13,700.00 Year: 2006 Account # 12-04342 Bill # 7871 Total \$169.88
Release the property value, the Evergreen Fire (25.00), the Columbus Rescue (2.74) and W2 (12.33). The property is tax exempt.

Release the Property Value in the name of Watts, Michael Amount: \$171.21
Value: \$22,380.00 Year: 2006 Account # 03-03054 Bill # 0185 Total \$403.50
Release the value of a mobile home, the Brunswick Fire (15.67) and the Whiteville Rescue (4.45). The home is double listed in the name of Sue Sellers.

Release the Property Value in the name of Wright, Alma Amount: \$111.92
Value: \$14,630.00 Year: 2006 Account # 14-01843 Bill # 2611 Total \$332.21
Release the value of a mobile home, the Welch Creek Fire (11.70) and the Columbus Rescue (2.93) The home was repossessed in 2005.

Release the Property Value in the name of Wright, Candice Amount: \$27.92
Value: \$3,650.00 Year: 2006 Account # 01-04376 Bill # 2621 Total \$254.27
Release the value of a mobile home, the North Whiteville Fire (25.00), the Whiteville Rescue (.73) and W3 (4.75). The home is double listed in the name of Edrissa W. Herman.

Release the User Fee in the name of Ball, Janice Amount: \$0.00
Value: \$0.00 Year: 2006 Account # 05-05954 Bill # 8640 Total \$193.00
Release user fee on a house that is used for storage. No trash can here.

Release the User Fee in the name of Ball, Janice Amount: \$0.00
Value: \$0.00 Year: 2005 Account # 05-05954 Bill # 7956 Total \$177.00
Release user fee on a house that is used for storage. No trash can here.

Release the User Fee in the name of Bullard Brothers	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 12-04188 Bill # 2426	Total	\$193.00
Refund user fee that is double listed in the name of Charles Bullard.		
Release the User Fee in the name of Caines, Orain	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 16-04756 Bill # 3263	Total	\$193.00
Release user fee on a double wide that burned in 2006.		
Release the User Fee in the name of Carlyle, William	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 12-03941 Bill # 3754	Total	\$193.00
Release one of two user fee. Customer only has one trash can.		
Release the User Fee in the name of Creech, Wayne	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 01-18183 Bill # 6157	Total	\$106.00
Release one of two user fee. One apartment is vacant.		
Release the User Fee in the name of Enzor, Dwayne	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 16-04112 Bill # 8768	Total	\$193.00
Release user fee. The house is vacant and there is no trash can here.		
Release the User Fee in the name of Enzor, Lawrance	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 10-00358 Bill # 8809	Total	\$193.00
Release user fee. House vacant with no power and no trash can.		
Release the User Fee in the name of Evans, Frankie	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 07-01143 Bill # 9005	Total	\$193.00
Release user fee. House vacant and trash can has been picked up.		
Release the User Fee in the name of George, Titus	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 16-05027 Bill # 1753	Total	\$193.00
Release user fee on a house that is vacant, has no power and no trash can.		
Release the User Fee in the name of Gore, Danny F.	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 03-02009 Bill # 2458	Total	\$193.00
Release user fee. House is vacant and trash can has been picked up.		
Release the User Fee in the name of Gore, R.T. Heirs	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 06-02558 Bill # 2858	Total	\$193.00
Release user fee. This is a vacant lot.		
Release the User Fee in the name of Graham, Alexander	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 14-01847 Bill # 3099	Total	\$193.00
Release user fee. House is vacant and does not have a trash can.		
Release the User Fee in the name of Hayes, Linda	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 10-02536 Bill # 5295	Total	\$193.00
Release user fee. House vacant, no trash can.		
Release the User Fee in the name of Hester, Sarah	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 12-11760 Bill # 5789	Total	\$193.00
Release user fee on a house that is unlivable.		
Release the User Fee in the name of Jacobs, Harold	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 04-08160 Bill # 7996	Total	\$193.00
Release user fee. This is vacant land.		
Release the User Fee in the name of Jones, Billy	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 03-12141 Bill # 8901	Total	\$193.00
Release the user fee on a house that is vacant. Trash can has been picked up.		
Release the User Fee in the name of Jordan, Linda E.	Amount:	\$0.00
Value: \$0.00 Year: 2006 Account # 12-01027 Bill # 9273	Total	\$193.00
Release one of two user fees. Customer only has one trash can.		

837

Release the User Fee in the name of Plowman, Walter Amount: \$0.00
Value: \$0.00 Year: 2006 Account # 07-02429 Bill # 8110 Total \$193.00
Release user fee on a house that is still under construction.

Release the User Fee in the name of Pridgen, Solomon Amount: \$0.00
Value: \$0.00 Year: 2006 Account # 12-22840 Bill # 9071 Total \$193.00
Release one of two user fees. Customer only has one trash can.

Release the User Fee in the name of Small, Thomas L. Amount: \$0.00
Value: \$0.00 Year: 193.00 Account # 06-33208 Bill # 3046 Total \$193.00
Release user fee. House is vacant. No trash can here.

Release the User Fee in the name of Thomas, C. Franky Amount: \$0.00
Value: \$0.00 Year: 2006 Account # 15-03345 Bill # 6936 Total \$193.00
Release user fee. There is no trash can here.

Release the User Fee in the name of Ward, R. D. Amount: \$0.00
Value: \$0.00 Year: 2006 Account # 06-41263 Bill # 9680 Total \$193.00
Release user fee. The mobile home is vacant. Has never been set up.

Release the User Fee in the name of Williams, Gregory Amount: \$0.00
Value: \$0.00 Year: 2002 Account # 12-29188 Bill # 8571 Total \$177.00
Release user fee. House vacant, no power.

Release the User Fee in the name of Williams, Gregory Amount: \$0.00
Value: \$0.00 Year: 2003 Account # 12-29188 Bill # 9357 Total \$177.00
Release user fee on a house that is vacant with no power.

Release the User Fee in the name of Williams, Gregory Amount: \$0.00
Value: \$0.00 Year: 2004 Account # 12-29188 Bill # 5681 Total \$177.00
Release user fee on a house that is vacant with no power.

Release the User Fee in the name of Williams. Gregory Amount: \$0.00
Value: \$0.00 Year: 2006 Account # 12-29188 Bill # 1272 Total \$193.00
Release user fee on a house that is vacant with no power.

Release the User Fee in the name of Williamsons Crossroads Baptist Ch. Amount: \$0.00
Value: \$0.00 Year: 2006 Account # 12-01022 Bill # 2018 Total \$193.00
Release user fee on a house that is double listed in the name of Stoney Powell.

Vice Chairman Prevatte asked why did it take since 1998 to forgive the taxes for Land-O-Lakes if this information is being checked.

Agenda Item #20: COMMENTS:

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

A. Public:

1. **Anita Adams:** stated the following:
-We held our first Bicentennial Committee Meeting and it went very well; **and**
-We would like to add two (2) more ex-officio members, namely Harry Warren and Rob Cross with the Forestry Museum.

Chairman Jacobs stated this would be handled at the March 19, 2007 Board Meeting and instructed June B. Hall, Clerk to the Board, to place this on the March 19, 2007 Agenda.

2. **Alexis Jane Prease:** stated she was requesting clarification on two (2) items that were discussed at the February 19, 2007 Board Meeting, as follows:

Has it been decided if Jim Varner, County Manager has the authority to hire or fire certain personnel? Chairman Jacobs replied stating to find the answer to this question, you will need to read the manager's duties and responsibilities.

Discussion of the sale of County property during Closed Session: It is a known fact that this discussion was illegal. I just want the Board to be aware of the contents of N.C.G.S. § 153A-176 and N.C.G.S. § 160A-265 through 269, with special emphasis on 266. Chairman Jacobs stated we do not need, or have, to discuss this matter with you.

B. Board of Commissioners:

Commissioner Memory: Senator Rand has introduced Senate Bill 120 which is so entitled "Fund Only One School System Per County" which ultimately would lead to consolidation of the two (2) school systems within Columbus County. I would like a discussion placed on the March 19, 2007 Agenda, and a Resolution prepared stating that the Board is not in favor of school consolidation to be approved and adopted at the May 19, 2007 Meeting.

Agenda Item #21: ADJOURNMENT:

At 7:19 P.M., Commissioner McKenzie made a motion to adjourn, seconded by Commissioner Norris. The motion unanimously carried.

APPROVED:

JUNE B. HALL, Clerk to Board

SAMMIE JACOBS, Chairman