

COLUMBUS COUNTY BOARD OF COMMISSIONERS**August 23, 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 the purpose of resuming the August 20, 2007 Recessed Meeting.

COMMISSIONERS PRESENT:

Sammie Jacobs, **Chairman**
 James E. Prevatte, **Vice Chairman**
 Amon E. McKenzie (**Departed: 7:59 PM**)
 Bill Memory
 Lynwood Norris
 Ricky Bullard
 Ronald Gore

APPOINTEES PRESENT:

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

APPOINTEE ABSENT:

Jimmy Varner, **County Manager**

MEETING RESUMED and CALLED to ORDER:

At 6:30 P.M., Chairman Sammie Jacobs called the August 23, 2007 **Resumed** Regular Session Board Meeting to order, and stated this meeting is being resumed from the August 20, 2007 Recessed Meeting.

Agenda Item #11: PUBLIC HOUSING (H.U.D.) - DEPARTMENTAL UPDATE:

NaTonya Hassell, Public Housing Director, will deliver a Departmental Update to the Board. This item was tabled at the August 06 and August 20, 2007 Board Meeting. Ms. Hassell stated the following:

1. Columbus County Public Housing is the administering agency for the Section 8 Housing Choice Voucher Program;
2. We are designed to provide income eligible families the opportunity to live in safe, decent and sanitary housing;
3. We operate in compliance with all state laws, which assure fair and equal housing opportunities to all persons;
4. Our staff consists of Housing Inspector, Rebecca Tyson, Waiting-List Coordinator, Occupancy Specialist, Betty McKeithan, and Assistant Director, Linda Simmons;
5. We currently have four hundred forty (440) families on the program, and have housed over sixty (60) families this year, and we have over thirty (30) families searching;
6. Our goals for this new FY 2007-2008 are to adopt a new Administrative Plan, adopt the new Fair Market Rents and set the new Payment Standards that will be established by HUD for the new year;
7. The Housing Authority receives funds from HUD for HAP (Housing Assistance Payment) and Administrative Fees;
8. Columbus County has used ninety-nine (99%) percent of Housing Assistance Payments received this past year, as well as eighty-five (85%) percent of Administrative Fees Earned;
and
9. Columbus County Housing Authority has had two (2) reviews from HUD this year, with a few corrections which have been taken care of.

Commissioner McKenzie asked Ms. Hassell about the number of applications she was receiving. Ms. Hassell replied stating she had received four hundred sixty-seventy (467) applications, and at this time, HUD was not issuing any more allocations.

Agenda Item #12: BUILDING INSPECTIONS - DEPARTMENTAL UPDATE:

Ray Reeves, Building Inspections Director, will deliver a Departmental Update to the Board. This item was tabled at the August 20, 2007 Meeting.

At the request of Ray Reeves, Commissioner Norris made a motion to table this Agenda Item, seconded by Commissioner Memory. The motion unanimously carried.

Agenda Item #13: BUILDING INSPECTIONS - APPROVAL of CHANGE on FEE SCHEDULE:

Ray Reeves, Building Inspections Director, requested Board approval to change the Remodel (Office Area) fee, under the Commercial/Industrial Building Section. **(This item was tabled at the August 06, 2007 Board Meeting and the August 20, 2007 Meeting.)**

At the request of Ray Reeves, Commissioner Norris made a motion to table this Agenda Item, seconded by Commissioner Memory. The motion unanimously carried.

Agenda Item #15: FINANCE - UPDATE of MEDICAID RELIEF IMPACT on COLUMBUS COUNTY:

Leo Hunt, Interim Finance Officer, delivered the following update of the impact the recently passed Medicaid Relief will have on Columbus County. **(This item was tabled at the August 06 and August 20, 2007 Board Meeting.)**

Mr. Hunt presented the following information to the Board relative to the impact that Medicaid relief would have on Columbus County.

Net affect to Columbus County due to Medicaid relief 07/08:

States projected cost for Medicaid for 07/08	6,516,706
States Projected Medicaid relief for 07/08	<u>(1,059,541)</u>
	5,457,165
ADM funds lost	<u>359,371</u>
Total medicaid cost 07/08:	5,816,536

NOTE: Savings for 07/08 \$700,170 (\$6,516,706 - \$5,816,536)

Net Effect to Columbus County due to Medicaid relief 08/09:

States projected cost for Medicaid for 08/09	(6,683,682)
States Projected Medicaid relief fo 08/09	<u>3,341,841</u>
	(3,341,841)
Loss of 1/4 article 44 sales tax	(755,605)
Loss of article 39 sales tax county hold harmless to cities	<u>(135,621)</u>
Total County cost Medicaid 08/09:	(4,233,067)

NOTE: savings for 08/09 \$2,450,615 (\$6,683,682 - \$4,233,067)

Net affect to Columbus County due to Medicaid relief 09/10:

States projected cost for Medicaid for 09/10	(7,317,345)
States Projected Medicaid relief for 09/10	<u>7,317,345</u>
	0
Loss of 1/4 article 44 sales tax	1,890,653
Loss of article 39 sales tax county hold harmless to cities	521,110
Loss of article 42 ½ per capita converted to point of delivery	<u>309,855</u>
Total County cost Medicaid 09/10:	2,721,618

NOTE: savings for 09/10 \$4,595,727 (\$7,317,345 - \$2,721,618)

States estimated additional revenues:

.04% land transfer	443,968
1/4 cent sales tax	934,330

After discussion was conducted relative to the need for the levy of a local sales tax being placed on the November 6, 2007 Ballot, Commissioner Memory made a motion for the Clerk to the Board to draft a Resolution requesting the Columbus County Board of Elections to hold a Special Advisory Referendum for the levy of a one-quarter (1/4¢) cent local sales and use tax, and to give the Chairman the authority to sign the Resolution on the behalf of the Board. This motion was seconded by Vice Chairman Prevatte. A roll-call vote was taken with the following results:

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

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

Commissioner Memory stated the Board needed to meet at a workshop to discuss the strategy to use on the promotion of the one-quarter (1/4¢) cent sales and use tax.

Agenda Item #22: DISCUSSION - PURPOSE and INTENT of SUBSTITUTE MOTION made by COMMISSIONER MEMORY RELATIVE to TEN (10%) PERCENT REDUCTION of COMMISSIONERS' SALARIES:

Commissioner Memory is requesting Board discussion on the matter. This Agenda Item was tabled at the August 20, 2007 Board Meeting.

Due to a Commissioner having a previous engagement on this date, Chairman Jacobs stated Agenda Item #22 would be handled at this time.

Commissioner Memory stated the intent of the Substitute Motion he made at the June 04, 2007 Board Meeting was to take the one thousand five hundred and 00/100 (\$1,500.00) dollars off of the Commissioners' salaries before taxes, or off the top, or, to have each individual Commissioner to have the option to take the amount off before, or after, taxes.

Vice Chairman Prevatte asked if the deduction is being shown in the check, and stated his interpretation of the motion was for the salaries to be reduced by one thousand five hundred and 00/100 (\$1,500.00) dollars, per year, before taxes, with an option for each Commissioner to designate the funds to their place of choice.

Commissioner Gore stated the deduction needed to come off of the gross salary before any taxes were deducted.

Commissioner Bullard stated that if the funds were not left in the General Fund, then the savings would not be realized by Columbus County.

Commissioner Memory reiterated the intent of the substitute motion was to include the quote "and/or organization" so as to enable each Commissioner to donate their portion to some of the organizations the County was not able to fund in the Budget this year.

MOTION:

After additional discussion was conducted, Vice Chairman Prevatte made a motion that the Columbus County Commissioners' salaries be reduced by one thousand, five hundred, and 00/100 (\$1,500.00) dollars per year, which equates to one hundred, twenty-five, and 00/100 (\$125.00) dollars per month, and each Commissioner have the ability to designate the funds to the place of their choice.

Vice Chairman Prevatte stated he would like for his one thousand, five hundred, and 00/100 (\$1,500.00) dollars to be given to the Columbus County General Fund.

Agenda Item #19: DISCUSSION - RESTRICTIONS on COUNTY-OWNED FEMA LOTS:

Commissioner Ricky Bullard would like to hold a discussion regarding FEMA properties that are now owned by Columbus County. **(This item was tabled at the August 06, 2007 Board Meeting and the August 20, 2007 Board Meeting.)**

Commissioner Bullard stated he had been given a copy of the following restrictions on FEMA lots that were now owned by Columbus County, from the Administration Department.

Restrictions on FEMA Lots Now County Owned:

But this property is sold subject to the following Restrictive Covenants:

1. The property must be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and
2. No new structure(s) will be built on the property except for the following:
 - A. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - B. A public rest room; or
 - C. A structure that is compatible with open space, recreational, or wetlands management usage and property floodplain management policies and practices, which the FEMA

Directory approves in writing before the construction of the structure begins.

3. After completing the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance.
4. Any structures built on the property must be located to minimize the potential for flood damage, be floodproofed, or elevated to the Base Flood Elevation, plus one (1) foot of freeboard.
5. Every two (2) years, on October 1st, the RECIPIENT/SUBGRANTEE will report to the AGENCY/GRANTEE, certifying that the property continues to be maintained consistent with the provisions of this Agreement.
6. Allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grassing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, permeable parking lots, and buffer zones. Allowable uses generally do not include walled buildings, flood reduction levees, or other uses that obstruct the natural and beneficial functions of the floodplain.

Commissioner Bullard stated the following:

1. This information is being shared with me by Lacy Wilson;
2. It is my understanding that some of these properties could be sold and some could be rented in order to generate revenue for Columbus County;
3. Out of the fifteen (15) sheets of Property Record Cards that I have provided for you, there may be two (2) lots that are not FEMA property; **and**
3. I would like for Steven W. Fowler, County Attorney, to check into this matter and report back to the Board on his findings.

Agenda Item #20: DISCUSSION - FLUORIDATION of COUNTY WATER SUPPLY:

Commissioner Ricky Bullard requested discussion of fluoridation of the County water supply. This Agenda Item was tabled at the August 20, 2007 Board Meeting. Commissioner Bullard stated that he had received a lot of correspondence from Dr. Randolph Matthews relative to this matter, and he would like to know exactly where Columbus County stands.

Chairman Jacobs requested that Gail Edwards, Executive Assistant to the County Manager, inform the Board of the existing paperwork in Administration at this time. Ms. Edwards stated the following:

1. Mr. Varner does have paperwork that he needs to sign relative to the grant application; **and**
2. This paperwork is only for the grant application process, and does not commit Columbus County to fluoridate the County water supply.

Commissioner Bullard stated he wanted to be sure that by the signing of this paperwork, Columbus County was not committing to fluoridate the County water supply. Ms. Edwards stated the paperwork was for the grant application only, and if awarded the grant, the Board would have to decide, at that time, if they wanted to fluoridate the County water supply.

Agenda Item #21: SOIL AND WATER CONSERVATION - REPRESENTATION on PLANNING BOARD:

Commissioner McKenzie is requesting Board approval for a voting member from Soil and Water Conservation to be on the Planning Board. (This request was made by James A. Sarvis at the April 16, 2007 Board Meeting.) This Agenda Item was tabled at the August 20, 2007 Board Meeting. Commissioner McKenzie stated the following:

1. At the April 16, 2007 Board Meeting, James A. Sarvis, Chairman of the Columbus Soil and Water Conservation District, requested that a member of this Board be added to the Planning Board;
2. He is recommending that this be a voting member, and the member be the Chairman of the Soil and Water Conservation District;
3. This matter was tabled at this meeting to allow Steven W. Fowler, Columbus County Attorney, the opportunity to review on the legality of this addition; **and**
4. It is time that we reach a decision on this matter.

Mr. Fowler stated that another member could be added, and I recommend the Board to consider adding another voting member to bring the total members to nine (9) to avoid tied voting issues.

Commissioner McKenzie made a motion to add the Chairman of the Columbus Soil and Water Conservation District to the Columbus County Planning Board, and the term length of membership would be the term of his chairmanship on the Soil and Water Conservation District, seconded by Commissioner Gore. The motion unanimously carried.

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

At 7:19 P.M., Commissioner Memory made a motion to recess Regular Session and enter into a Joint Meeting of the Columbus County Water and Sewer Districts I, II, III, IV and V Board Meeting, seconded by Commissioner Norris. The motion unanimously carried.

Agenda Item #23: COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V - APPROVAL of ADJUSTMENTS to APRIL, MAY, JUNE AND JULY WATER BILLS:

Leroy Sellers, Public Utilities Director, requested Board approval of these adjustments. **(The item for April May and June Adjustments was tabled at the August 06, 2007 Board Meeting and at the August 20, 2007 Board Meeting. The added July adjustments were tabled also at the August 20, 2007 Board Meeting.)**

This information will be recorded in Minute Book 1 of Columbus County Water and Sewer Districts I, II, III, IV and V Board.

ADJOURN JOINT MEETING of COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING and enter into COLUMBUS COUNTY WATER and SEWER DISTRICT II BOARD MEETING:

At 7:24 P.M., Commissioner Memory made a motion to adjourn the Joint Meeting for Columbus County Water and Sewer Districts I, II, III, IV and V, and enter in to a Columbus County Water and Sewer District II Board Meeting, seconded by Commissioner Norris. The motion unanimously carried.

Agenda Item #24: AGREEMENT - LEASE to OWN AGREEMENT BETWEEN the TOWN of BOARDMAN and COLUMBUS COUNTY WATER and SEWER DISTRICT II:

Commissioner Ricky Bullard requested Board discussion of this Agreement. This Agenda Item was tabled at the August 20, 2007 Board Meeting.

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

ADJOURN COLUMBUS COUNTY WATER and SEWER DISTRICT II BOARD MEETING and resume REGULAR SESSION

At 8:13 P.M., Commissioner Memory made a motion to adjourn the Columbus County Water and Sewer District II Board Meeting, and resume Regular Session, seconded by Vice Chairman Prevatte. The motion unanimously carried.

AGENDA ADD-ON:

DREAM CENTER, CDBG GRANT NUMBER 06-C-1605 - APPROVAL of LEGALLY BINDING COMMITMENT BETWEEN COLUMBUS COUNTY and the DREAM CENTER, INCORPORATED:

Leo Hunt, Interim Finance Officer, requested Board approval of the following Legally Binding Commitment Between Columbus County and the DREAM Center, Incorporated, to allow the DREAM Center to administer the seventy-five thousand, and 00/100 (\$75,000.00) dollars grant.

LEGALLY BINDING COMMITMENT**Columbus County**

(APPLICANT)

Columbus County DREAM Center

(NONPROFIT)

PUBLIC FACILITIES AGREEMENT

THIS AGREEMENT (the "Agreement") entered into as of the 24th day of August 2007 by and between DREAM Center, doing business as Columbus County DREAM Center Inc., a Nonprofit authorized to transact business within the State of North Carolina (hereinafter referred to as the "Nonprofit") and Columbus County, North Carolina (hereinafter referred to as the "Applicant"). This Agreement will not become effective until all conditions placed upon the Applicant's funding approval are satisfied and funds are released by the Department of Commerce, Division of Community Assistance (hereinafter "DCA") pursuant to a CDBG Capacity Building Program Grant (hereinafter "CB") with the Applicant.

WITNESSETH

WHEREAS, the Applicant has received a Capacity Building Program grant from the Division of Community Assistance in the amount of \$75,000, to be used to finance the CDBG Small Cities Community Block Grant project to be undertaken by the Applicant and the Nonprofit.

NOW, THEREFORE, in consideration of the promised and the mutual covenants and promises set forth herein, the Nonprofit and the Applicant hereby agree as follows:

I. AGREED ACTIONS

- A. Nonprofit agrees:
- (1) To execute its responsibilities as identified in the Nonprofit's narrative hereby referred to as "Attachment A" incorporated by reference and the employment profiles contained in the Applicant's CB application to DCA hereby referred to as "Attachment B" incorporated by reference.
 - (2) Funds must be expended and actives complete by June 1, 2009 and close-out documents are due to DCA by September 1, 2009.
 - (3) To submit a CDBG application by June 18, 2009 in one of the CDBG categories.
 - (4) That CDBG funds used for project activity will benefit low and moderate-income families.
 - (5) The DREAM Center will administer the grant internally and will be responsible for funding approval conditions.
- B. Applicant agrees:
- (1) To submit the future CDBG application on behalf of the Nonprofit within 2 years of grant agreement and funding approval as required which is June 18, 2009.
 - (2) To require projects to be located within the local government jurisdiction.
 - (3) To follow all compliance and regulatory requirements of the CB grant program
- C. Each party shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of grant funds and fulfillment of this Agreement.
- D. Each party agrees that any duly authorized representative of the Applicant, DCA, and others shall at all reasonable times, have access to and the right to inspect, copy, audit, and examine all of the books, records, and others documents relating to the grant and the fulfillment of the Agreement for a period of three (3) years (September 1, 2012) following the completion of all close-out procedures respecting the CB funds.
- E. Notwithstanding anything herein to the contrary, the parties hereto acknowledge the due execution of the CB Grant Agreement between the Applicant and DCA and agree that any conflict between the provisions, requirements, duties or obligations of this Agreement and the CB Grant Agreement shall be resolved by mutual agreement of the parties to this agreement.

III. ENFORCEMENT

- A. This Agreement constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under Seal as of date of signature of Chairman below.

Columbus County (Applicant)

/s/ **SAMMIE JACOBS** (SEAL)

Chairman, SAMMIE JACOBS
COLUMBUS COUNTY BOARD
OF COMMISSIONERS

Columbus County DREAM Center, Inc. (Nonprofit)

_____(SEAL)

Executive Director, Evelyn A. Troy
Columbus County DREAM Center, Inc.

August 23, 2007

Date

Date

/s/ **JUNE B. HALL**

(SEAL)

Clerk to Board

_____(SEAL)

Board President

Commissioner Norris made a motion to approve the Legally Binding Commitment Between Columbus County and the DREAM Center, Incorporated, to allow the DREAM Center to administer the seventy-five thousand and 00/100 (\$75,000.00) dollars Capacity Building Grant, seconded by Commissioner Gore. A roll-call vote was taken with the following results:

AYES: Chairman Jacobs, Vice Chairman Prevatte, Commissioners Norris, Bullard and Gore

NAYS: Commissioner Memory.

The motion passed on a five (5) to one (1) vote, with one (1) absent due to early departure. Due to the length of these documents, the referenced Attachment A and Attachment B will be kept on file in the Minute Book Attachments, Book Number 2, for review.

Agenda Item #25: APPOINTMENTS - COMMITTEE/BOARDS:

Nursing/Adult Care Home Joint Community Advisory Committee:

Vice Chairman Prevatte made a motion to reappoint Barbara Stansky to the Nursing/Adult Care Home Joint Community Advisory Committee for a three (3) year term, with term expiring January 03, 2010, seconded by Commissioner Norris. The motion unanimously carried.

Agenda Item #27: COMMENTS:

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

A. **Public:**

Junior Duncan: stated the following:

1. I am here tonight to request that each of you gentlemen think very hard and very serious about this water that your are putting in my community;
2. We have a high population of senior citizens who are living on SSI;
3. Their SSI check is only for six hundred, forty-three, and 00/100 (\$643.00) dollars per month;
4. They have to live on this amount and simply cannot afford to pay a water bill;
5. I know that you are saying they will never be forced to hookup to this water, but I know eventually, they will; **and**
6. I am here tonight to ask each of you not to put water lines in this area.

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

At 8:23 P.M., Commissioner Gore made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S. § 143-318.11 (6) Personnel, seconded by Commissioner Norris. The motion unanimously carried.

No official action was taken.

RECESS CLOSED SESSION and resume REGULAR SESSION:

At 8:35 P.M., Commissioner Norris made a motion to recess Closed Session and resume Regular Session, seconded by Commissioner Bullard. The motion unanimously carried.

OTHER:

COURTHOUSE ASSESSMENT WORKSHOP:

Commissioner Gore stated that each Commissioner has received a letter regarding the condition of the Columbus County Courthouse, and suggested that a time be set aside for the Commissioners to go and do a walk through for an assessment.

After discussion was conducted relative to this matter, it was the general consensus of the Board to meet at the Columbus County Courthouse on September 4, 2007, at 6:00 P.M., for a thirty (30) minute workshop to do a walk through for assessment.

ADJOURNMENT:

At 8:37 P.M., Commissioner Norris made a motion to adjourn, seconded by Commissioner Memory. The motion unanimously carried.

APPROVED:

JUNE B. HALL, Clerk to Board

SAMMIE JACOBS, Chairman

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

Thursday, August 23, 2007

7:19 P.M.

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

APPOINTEE ABSENT:

Jimmy Varner, **County Manager**

MEETING CALLED TO ORDER:

At 7:19 P.M., Chairman Jacobs called the Columbus County Water and Sewer Districts I, II, III, IV and V **Combination** Board Meeting to order.

Agenda Item #23: PUBLIC UTILITIES - APPROVAL of ADJUSTMENTS to APRIL, MAY, JUNE and JULY, 2007 MONTHLY WATER BILLS:

Leroy Sellers, Public Utilities Director, requested Board approval of adjustments to the monthly water bills for April, May, June and July, 2007.

Commissioner McKenzie asked Mr. Sellers if the compilation of these adjustments was taking up a lot of the staff's time. Mr. Sellers replied stating yes.

Vice Chairman Prevatte stated any release of a monetary amount needed to be listed by name and amount.

After discussion was conducted as to the manner in which these adjustments would be presented to the Board for approval, it was the general consensus of the Board to submit these adjustments in the same manner as the following adjustments, and on a monthly basis. See "Attachment A" (10 pages) for the breakdown of these adjustments.

Commissioner McKenzie made a motion to approve the adjustments for Columbus County Water and Sewer District I, for April, May, June and July, 2007, as submitted, seconded by Commissioner Norris. The motion unanimously carried.

ADJOURNMENT:

At 7:24 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner Norris. The motion unanimously carried.

APPROVED:

JUNE B. HALL, Clerk to Board

SAMMIE JACOBS, Chairman

COLUMBUS COUNTY WATER and SEWER DISTRICT I - 2007

August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF APRIL 2007

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
4/10/2007	302679	SUZANNE FAIR	76.00+	RETURN CHECK + FEE
4/10/2007	600342	MELVIN LEWIS	21.00+	MANUAL BILLING
4/3/2007	103410	KENNETH MCPHERSON	36.00-	METER READ WRONG
3/29/2007	100445	JOHN MCCUMBEE	25.00+	BROKEN LOCK
3/29/2007	101625	AMY GORE	25.00+	BROKEN LOCK
3/30/2007	404680	TIENE & PAM JAMES	15.00-	CUT OFF FEE WAIVED (CUST NOT CONNECTED)
4/18/2007	303700	CARLOS PEREZ TOVAR	37.00+	MANUAL BILLING
4/18/2007	400430.00 97	MARY KINLAW	218.90-	BALANCE TRANSFERRED
4/18/2007	207080	MARY KINLAW	218.90+	BALANCE TRANSFERRED
4/20/2007	100870	NICOLE KNOTTS	98.90+	POSTING ERROR
4/20/2007	100870	NICOLE KNOTTS	45.00-	POSTING ERROR
4/20/2007	204850	JOANN GORE	45.00+	POSTING ERROR
4/20/2007	404840	DAVID NORRIS	180.40-	CUSTOMER LEAK
4/13/2007	302640	PRESLEY FLOYD	44.30-	CUSTOMER LEAK
4/20/2007	204800	MOZELLA SMITH	42.00-	BILLING ERROR
4/20/2007	204800	MOZELLA SMITH	4.20-	PENALTY WAIVED
4/24/2007	104880	JOSEPH BLACKMON	25.00+	DISCONNECT FEE
4/25/2007	207080	MARY KINLAW	15.00-	CUT OFF FEE
4/30/2007	207870	KIM BALDWIN	21.00+	MANUAL BILLING

"ATTACHMENT A"
 August 23, 2007 Meeting, Ten (10) Pages

COLUMBUS COUNTY WATER and SEWER DISTRICT I - 2007

August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF MAY

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
5/2/2007	101140.00 93	LUTHER WATTS	21.00-	CHARGED TWICE
5/2/2007	402080	GEORGE NEALEY	16.00+	POSTING ERROR
5/2/2007	104880.0098	JOESPH BLACKMON	21.00-	BILLING ERROR
5/2/2007	601800.0097	CHARLES SOLES	19.60-	BILLING ERROR
5/2/2007	201633	MARSHA FLOYD	100.00-	METER NOT READ
5/14/2007	401950	DANIEL HINSON	8.00-	BILLING ERROR
5/15/2007	207070	ANDREA GIBSON	8.10-	PENALTY WAIVED
5/16/2007	203990	GUSSIE BELLAMY	2.90-	PENALTY WAIVED
5/17/2007	100150.0098	MICHEAL D. FOWLER	21.10-	BILLING ERROR
5/23/2007	103280	LARRY GODWIN	25.00-	DISCONNECT FEE
5/23/2007	301750	JAKE GODWIN	25.00-	DISCONNECT FEE
5/23/2007	103250	JAKE GODWIN	25.00-	DISCONNECT FEE
5/23/2007	103240	JAKE GODWIN	25.00-	DISCONNECT FEE
5/23/2007	103230	JAKE GODWIN	25.00-	DISCONNECT FEE
5/23/2007	103290	JAKE GODWIN	2.10-	PENALTY WAIVED
5/24/07	101140	KYRSTAL P. WARD	50.00+	BROKEN LOCK FEE
5/24/2007	105120	MICHEAL STANLEY	50.00+	BROKEN LOCK FEE

COLUMBUS COUNTY WATER and SEWER DISTRICT I - 2007

August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF JUNE				
DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
6/1/2007	301130	KENNETH CARTRETTE	25.00-	BILLING ERROR
6/1/2007	302880	JAKE GODWIN	.70-	BILLING ERROR
6/4/2007	201390.00 98	CHARLES WILLIAMS	16.00-	METER READ WRONG
6/1/2007	101120	DAVID GODWIN	82.00+	MANUAL BILL
6/13/2007	100570	TIM COLEMAN	96.00-	METER READ WRONG
6/13/2007	300120	ASBURY HOMES	46.00-	HIGH READING
6/15/2007	204310	DAVID FAULK	3.30-	PENALTY WAIVED (PD ON 05-15-07)
6/18/2007	206400	ANDREW ROGERS	26.00-	BILLING ERROR
6/19/2007	105370	NORMAN OLSON	21.00-	PMT APPLIED TO WRONG ACCT
6/19/2007	105370	NORMAN OLSON	11.90-	BILLING ERROR
6/19/2007	105370.00 97	ESTALENE HALEY	21.00+	POSTING ERROR
6/21/2007	100540	FABIAN EVANGELISTA	30.00-	CUT OFF FEE WAIVED
6/21/2007	103975	STERLING CARTRETTE	36.00-	BILLING ERROR
6/21/2007	201355.00 93	ABIGAIL BELLAMY	22.20-	BALANCE TRANSFERRED
6/21/2007	202050	ABIGAIL BELLAMY	22.20+	BALANCE TRANSFERRED
6/21/07	603710	BENNIE HEMINGWAY	30.00+	CUT OFF
6/22/2007	101130	PAUL ROBINSON	50.00+	BROKEN LOCK

COLUMBUS COUNTY WATER and SEWER DISTRICT I - 2007

August 23, 2007 Meeting

THE FOLLOWING PAGES OF ADJUSTMENTS ARE FROM A CASH COLLECTION BATCH THAT WAS NOT UPDATED IN OUR SYSTEM AT THE TIME WHEN THE PENALTIES WERE APPLIED. THEREFORE THE PENALTIES HAD TO BE REMOVED FROM EACH CUSTOMERS ACCOUNT.

COLUMBUS COUNTY WATER and SEWER DISTRICT I - 2007

August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF JUNE

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
6/18/2006	100565	SANDRA LEWIS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	100990	BRIAN CRIBB	5.00-	BATCH WAS NOT UPDATED
6/18/2006	101350	FRED JERNIGAN III	5.00-	BATCH WAS NOT UPDATED
6/18/2006	103200	LOUISE GRAHAM	5.00-	BATCH WAS NOT UPDATED
6/18/2006	103730	CRAIG MCPHERSON	5.00-	BATCH WAS NOT UPDATED
6/18/2006	103770	TOMMY MCPHERSON	5.00-	BATCH WAS NOT UPDATED
6/18/2006	103820	DOROTHY SARVIS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	104210	JOHN GOTT	5.00-	BATCH WAS NOT UPDATED
6/18/2006	104230	JANICE RICHARDSON	5.00-	BATCH WAS NOT UPDATED
6/18/2006	200232	CAROLYN JOHNSON	5.00-	BATCH WAS NOT UPDATED
6/18/2006	200234	DAVID AND EDNA TURBEVILLE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	200580	KEVIN & LU-ANN PICKELL	5.00-	BATCH WAS NOT UPDATED
6/18/2006	200670	ZETTIE WATTS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	203902	GEORGETTE SMITH	5.00-	BATCH WAS NOT UPDATED
6/18/2006	203920	MARK TROCK	5.00-	BATCH WAS NOT UPDATED
6/18/2006	204410	JEANETTE MILLS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	205580	WILLIE BATTON	5.00-	BATCH WAS NOT UPDATED

COLUMBUS COUNTY WATER and SEWER DISTRICT I - 2007

August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF JUNE

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
6/18/2006	205970	NEW LIFE BAPTIST CHURCH	5.00-	BATCH WAS NOT UPDATED
6/18/2006	206430	THERESE MILLS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	208280	HAROLD SHOUN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	208690	LADOSCA FECHER	5.00-	BATCH WAS NOT UPDATED
6/18/2006	300090	J P JONES	5.00-	BATCH WAS NOT UPDATED
6/18/2006	300110	J P JONES	5.00-	BATCH WAS NOT UPDATED
6/18/2006	300170	ROBERT HARRELSON	5.00-	BATCH WAS NOT UPDATED
6/18/2006	300840	CECIL MCCUMBEE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	300890	TRACY BARNHILL	5.00-	BATCH WAS NOT UPDATED
6/18/2006	300920	HJOHNNIE JERNIGAN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	301510	ROWENA GRAINGER	5.00-	BATCH WAS NOT UPDATED
6/18/2006	301580	TONY HOFFMAN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	301770	ROYAL & DORINA CRIBB	5.00-	BATCH WAS NOT UPDATED
6/18/2006	302860	WILLIAM LANIER	5.00-	BATCH WAS NOT UPDATED
6/18/2006	303570	MARGIE HARRELSON	5.00-	BATCH WAS NOT UPDATED
6/18/2006	303870	TEDDY BOWLING	5.00-	BATCH WAS NOT UPDATED
6/18/2006	400370	SONYA GORE	5.00-	BATCH WAS NOT UPDATED

COLUMBUS COUNTY WATER and SEWER DISTRICT I - 2007

August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF JUNE

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
6/18/2006	400720	BETTY TODD	5.00-	BATCH WAS NOT UPDATED
6/18/2006	402100	JAMIE SPIVEY	5.00-	BATCH WAS NOT UPDATED
6/18/2006	402410	APRIL GARRELL	5.00-	BATCH WAS NOT UPDATED
6/18/2006	402445	LAWRENCE SPIVEY	5.00-	BATCH WAS NOT UPDATED
6/18/2006	402710	MARCUS CRIBB	5.00-	BATCH WAS NOT UPDATED
6/18/2006	403370	JOHN HARDWICK	5.00-	BATCH WAS NOT UPDATED
6/18/2006	403660	MIKEAL SPIVEY	5.00-	BATCH WAS NOT UPDATED
6/18/2006	404280	KIPLING GODWIN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	404995	BILLY CARTRETTE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	405035	DONALD AND CHERYL CRIBB	5.00-	BATCH WAS NOT UPDATED
6/18/2006	405330	BELIEVERS HOME FELLOWSHIP	5.00-	BATCH WAS NOT UPDATED
6/18/2006	601260	MYRTICE DEWITT	5.00-	BATCH WAS NOT UPDATED
6/18/2006	601420	ROBERT VEREEN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	604060	SHIRLEY BRAGG	5.00-	BATCH WAS NOT UPDATED
6/18/2006	604070	SHIRLEY BRAGG	5.00-	BATCH WAS NOT UPDATED
6/18/2006	303865	STEVEN CARTRETTE	5.00-	BATCH WAS NOT UPDATED

COLUMBUS COUNTY WATER and SEWER DISTRICT I - 2007

August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF JULY

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
7/2/2007	601350	ROSALYNN HIBBERT	65.00+	MANUAL BILL
7/2/2007	602380	SYLVESTER STEPHENS	408.00-	MISREAD METER
7/3/2007	103300	JAKE GODWIN	4.90-	BILLING ERROR
7/3/2007	206950	PHILLIP RAY	15.40-	BILLING ERROR
7/9/2007	203920.00 98	MARK TROCK	8.00-	METER NOT READ
7/9/2007	405330.00 98	BELIEVERS HOME FELLOWSHIP	274.00-	CUSTOMER LEAK
7/11/2007	401970	DANIEL HINSON	72.00-	METER READING ENTERED WRONG
7/16/2007	200890.00 98	KELLY LONG	25.00+	RECONNECT FEE
7/19/2007	105110	MICHEAL STANLEY	50.00+	METER TAMPERING
7/24/2007	603370	BENJAMIN GEORGE	30.00+	CUT OFF FEE
7/25/2007	101680	DEWAYNE SOLES	50.00+	METER TAMPERING
7/25/2007	404430	HARDWICK & PRINCE RENTALS	30.00-	CUT OFF FEE
7/26/2007	206400	ANDREW ROGERS	21.00-	BILLING ERROR
7/26/2007	206400	ANDREW ROGERS	5.00-	PENALTY WAIVED
7/26/2007	206400	ANDREW ROGERS	30.00-	CUT OFF FEE WAIVED

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

Thursday, August 23, 2007

7:19 P.M.

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

APPOINTEE ABSENT:

Jimmy Varner, **County Manager**

MEETING CALLED TO ORDER:

At 7:19 P.M., Chairman Jacobs called the Columbus County Water and Sewer Districts I, II, III, IV and V **Combination** Board Meeting to order.

Agenda Item #23: PUBLIC UTILITIES - APPROVAL of ADJUSTMENTS to APRIL, MAY, JUNE and JULY, 2007 MONTHLY WATER BILLS:

Leroy Sellers, Public Utilities Director, requested Board approval of adjustments to the monthly water bills for April, May, June and July, 2007.

Commissioner McKenzie asked Mr. Sellers if the compilation of these adjustments was taking up a lot of the staff's time. Mr. Sellers replied stating yes.

Vice Chairman Prevatte stated any release of a monetary amount needed to be listed by name and amount.

After discussion was conducted as to the manner in which these adjustments would be presented to the Board for approval, it was the general consensus of the Board to submit these adjustments in the same manner as the following adjustments, and on a monthly basis. See "Attachment A" (11 pages) for the breakdown of these adjustments.

Commissioner McKenzie made a motion to approve the adjustments for Columbus County Water and Sewer District II, for April, May, June and July, 2007, as submitted, seconded by Commissioner Norris. The motion unanimously carried.

ADJOURNMENT:

At 7:24 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner Norris. The motion unanimously carried.

APPROVED:

JUNE B. HALL, Clerk to Board

SAMMIE JACOBS, Chairman

**COLUMBUS COUNTY WATER and SEWER DISTRICT II
BOARD MEETING**

**Thursday, August 23, 2007
7:24 P.M.**

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

COMMISSIONERS PRESENT:

Sammie Jacobs, **Chairman**
James Prevatte, **Vice Chairman**
Amon E. McKenzie (**Departed 7:59 PM**)
Bill Memory
Lynwood Norris
Ricky Bullard
Ronald Gore

APPOINTEES PRESENT:

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

APPOINTEE ABSENT:

Jimmy Varner, **County Manager**

MEETING CALLED TO ORDER:

At 7:24 P.M, Chairman Jacobs called the Columbus County Water and Sewer District II Board Meeting to order.

Agenda Item #24: AGREEMENT - LEASE to OWN AGREEMENT between the TOWN of BOARDMAN and COLUMBUS COUNTY WATER and SEWER DISTRICT II:

Commissioner Ricky Bullard requested Board discussion of the following Lease to Own Agreement between the Town of Boardman and Columbus County Water and Sewer District II.

STATE OF NORTH CAROLINA)	
)	LEASE TO OWN AGREEMENT
COLUMBUS COUNTY)	

THIS LEASE TO OWN AGREEMENT (LEASE AGREEMENT), made and entered into as of the ___ day of _____, 2007, by and between TOWN OF BOARDMAN, North Carolina, a North Carolina body politic (BOARDMAN); and COLUMBUS COUNTY WATER AND SEWER DISTRICT II, a North Carolina body politic and its successors in interest (DISTRICT), both of Columbus County, North Carolina.

WITNESSETH:

THAT subject to the terms and conditions herein set out, BOARDMAN does hereby let and lease unto DISTRICT, and DISTRICT does hereby accept from BOARDMAN, the following described premises:

See attached Exhibit "A" referred to and incorporated herein.

TERM OF LEASE

This LEASE AGREEMENT shall be effective as of the date of signing by the Columbus County Commissioners Chairman, and, unless sooner terminated as herein provided, shall exist and continue for a period of forty (40) years. Provided, however, that either party may terminate this Lease Agreement by giving forty-eight (48) months' written notice to the other party.

RENTAL

DISTRICT hereby covenants and agrees to pay to BOARDMAN the annual rental for said premises in the sum of Four Thousand Eight Hundred and No/100 (\$4,800.00) Dollars annually, (\$2,400.00 per annum for the Cerro Gordo Master Pump Station Improvements and Lands, and \$2,400.00 per annum for the River Master Pump Station Improvements and Land). DISTRICT will pay the rental in twelve (12) monthly installments per calendar year.

DISTRICT elects to pay monthly the amount of \$400.00, which shall be due in advance on the first calendar day of each calendar month during the term of this LEASE AGREEMENT.

All rental payments shall be made by check, payable to "Town of Boardman" and delivered to BOARDMAN at Town of Boardman, PO Box 87, Evergreen, NC 28438, or at such other place as BOARDMAN may, from time to time, direct in writing to the Columbus County Manager.

RENOVATIONS

DISTRICT may, at its sole cost and expense, from time to time during the term of this LEASE AGREEMENT, install or cause to be installed upon the premises such equipment and other fixtures, including such reasonable alterations, additions, changes, and partition to the interior of the premises, only after prior written approval of BOARDMAN. If written approval is not granted after thirty (30) days of its request then the alteration, addition or change shall be deemed and considered to be approved just as if written approval had been expressly given by BOARDMAN.

Nothing in this section shall prevent DISTRICT from making those additions or changes that are immediate and necessary under conditions that are considered to be dire or of an emergency situation as determined by DISTRICT, after consulting with and receiving recommendations from DISTRICT and BOARDMAN's engineers or designees. BOARDMAN shall join in application for any permits or approvals for such renovations as may be necessary. DISTRICT shall have no authority to contract for alterations, additions or improvements to the premises in BOARDMAN's name, but all such contracts shall be in DISTRICT's name only and not as an agent of BOARDMAN.

DISTRICT shall take such actions as are appropriate or necessary to prevent the filing of any laborer, materialmen's or mechanics liens against the premises as a result of any work performed or labor furnished during the process of the project.

It is further understood and agreed that, once undertaken, said improvements shall be diligently pursued and completed within a reasonable period of time.

Such equipment and other fixtures shall remain personal property and may be removed by

DISTRICT upon the termination of this LEASE AGREEMENT, if such removal would not result in any damage to or disfigurement of the premises as a result of such removal. DISTRICT shall bear the expense of any repairs to the premises necessitated by such removal, normal wear and tear excepted, as determined by DISTRICT and BOARDMAN's engineers or designees.

INDEMNIFICATION OF RENOVATIONS

DISTRICT agrees to defend, indemnify and hold BOARDMAN harmless from and against any loss, liability, damage or expense suffered, incurred or paid by BOARDMAN as a result of any claim, action, or proceeding asserted or brought against BOARDMAN or any of BOARDMAN's assets that arises out of or in connection with the renovation of the premises as herein contemplated.

BOARDMAN agrees to defend, indemnify and hold DISTRICT harmless from and against any loss, liability, damage or expense suffered, incurred or paid by DISTRICT as a result of any claim, action, or proceeding asserted or brought against DISTRICT or any of DISTRICT's assets that arises out of or in connection with the renovation of the premises as herein contemplated.

CASUALTY INSURANCE AND DAMAGE TO PREMISES

DISTRICT agrees to maintain a Casualty, Fire and Hazard Policy insuring the building and improvements located upon the premises, in an amount equal to the current replacement value of the building and improvements and which policy shall contain the provision for an automatic increase in such value. BOARDMAN shall appear upon said policy as an additional interest insured.

DISTRICT shall comply with the requirements of all policies of public liability, casualty, fire and other types of insurance at any time in force with respect to the premises. In the event that the building or any other improvements located upon the premises are damaged by fire or other casualty covered by the insurance so provided, DISTRICT will make available to BOARDMAN for repairs so much of the insurance proceeds as are received and BOARDMAN shall take such action as may be necessary to render said premises fit for use and occupancy.

During any period of untenability, as determined by DISTRICT and BOARDMAN's engineers or designees, DISTRICT's obligation to pay rent hereunder shall be adjusted and pro-rated according to the extent of such untenability. In the event of a casualty loss rendering the premises partially or totally untenable, BOARDMAN shall take such action as may be necessary to repair or replace the building and render the same in a tenable state and condition. DISTRICT's obligation to pay rent hereunder shall not abate as a result of casualty loss for a period in excess of ninety (90) days unless agreed to by the parties in writing.

LIABILITY INSURANCE

DISTRICT shall maintain a Public Liability Policy covering the entirety of the premises and the occupancy and activities of DISTRICT therein, which insurance policy shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for each occurrence and coverage shall include bodily injury and property damage. BOARDMAN shall appear upon said policy as an additional interest insured.

WAIVER OF SUBROGATION

Neither BOARDMAN nor DISTRICT shall be liable to the other for any business interruption or any loss or damage to property, or injury or death occurring in the premises, or in any manner growing out of or connected with DISTRICT's use and occupancy of the premises, or the condition thereof, whether or not caused by the negligence or other fault of BOARDMAN or DISTRICT, or of their respective agents, employees, subtenants, licensees or assignees.

This release shall apply to the extent that such business interruption, loss or damage to property or injury or death is covered by insurance, regardless of whether such insurance is payable or protects BOARDMAN or DISTRICT or both. Nothing herein shall be construed to impose any other or greater liability upon either BOARDMAN or DISTRICT than would have existed in the absence of this provision.

This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recovery under such policies. Such clauses shall be obtained by the parties whenever possible.

UTILITIES

DISTRICT shall provide and pay for all utilities of whatever sort, kind and nature, serving the premises and necessary or convenient for the conduct of DISTRICT's activities and use of the premises.

RESPONSIBILITY FOR REPAIRS AND MAINTENANCE

During the term of this LEASE AGREEMENT, DISTRICT shall make all major and minor repairs or replacements necessary to the exterior and interior of the premises, as determined exclusively by DISTRICT, even if such repairs are a direct result of DISTRICT's willful act or gross negligence. Repairs include, but are not limited to, the roof, exterior walls, structural walls, electrical systems, air-conditioning and heating units, and plumbing fixtures, if any be required, as soon as it is reasonably practical to do so, after either DISTRICT or BOARDMAN determine that such repairs are reasonably necessary.

BOARDMAN shall give DISTRICT's designated representative reasonable advance notice of any planned utility, etc. outages for the purpose of maintenance and repair. Upon commencement of this LEASE AGREEMENT, DISTRICT and BOARDMAN shall mutually agree upon a protocol for BOARDMAN's routine periodic inspection of the premises; for standard response times for requests for repair or replacement; for routine and emergency access to the premises; and similar matters for the purpose of implementing BOARDMAN's responsibilities hereunder.

DISTRICT agrees to accept said premises in their present conditions.

DISTRICT TO MAINTAIN PREMISES IN GOOD CONDITIONS

DISTRICT shall keep and maintain the premises in neat, orderly, safe and clean condition all times during the term of this LEASE AGREEMENT and return the same to BOARDMAN at any termination hereof in as good a condition as the same was at the commencement of the term hereof, except for loss, damage or depreciation caused by reasonable wear and tear and damage by accidental fire or other casualty. DISTRICT shall keep the premises, entryways, sidewalks and delivery areas adjoining the premises clear and free from rubbish, accumulation of dirt, snow,

standing water and ice.

INTERRUPTION OF SERVICE

BOARDMAN shall not become liable for damages to DISTRICT alleged to be caused or occasioned by or in any way connected with any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating or air conditioning systems. Upon actual notice of any such interruption, defect or breakdown, however, BOARDMAN will take such steps as are reasonably immediate or prompt to restore such interrupted service or to remedy any such defect. Temporary stoppages of heating or air conditioning services for the purposes of maintaining or repairing the heating or air conditioning equipment or facilities shall not constitute a default by BOARDMAN in the performance of this lease, provided that BOARDMAN shall have exercised due diligence and care to accomplish such repair and maintenance and such stoppages do not constitute an unreasonable length of time.

ENTRY BY BOARDMAN

BOARDMAN shall have the right to enter the premises at all reasonable hours for the purpose of inspecting the same; however, BOARDMAN shall provide DISTRICT with reasonable notice of BOARDMAN'S intent to enter and inspect the premises. BOARDMAN will provide DISTRICT with the approximate time of BOARDMAN'S desired entry.

INDEMNIFICATION AND BOARDMAN'S DISCLAIMER OF LIABILITY

DISTRICT shall defend, indemnify and hold harmless BOARDMAN from and against any actual or threatened claim, loss, expense or damage (including attorney's fee) to BOARDMAN arising out of any act or neglect of DISTRICT or its servants, employees, agents, or invitees, or any change, alteration or improvement made by DISTRICT in the premises, excepting only claims arising out of acts caused by the affirmative negligence of BOARDMAN or its representatives.

BOARDMAN shall defend, indemnify and hold harmless DISTRICT from and against any actual or threatened claim, loss, expense or damage (including attorney's fee) to DISTRICT arising out of any act, intentional or otherwise, or neglect of BOARDMAN or its servants, employees, agents, or invitees, or any change, alteration or improvement made by BOARDMAN in the premises, excepting only claims arising out of acts caused by the affirmative negligence of DISTRICT or its representatives.

ASSIGNMENT, SUBLEASE OR LICENSE

Neither DISTRICT nor BOARDMAN nor its successors shall not have the right to assign or sublet the leased premises in whole or in part. The leased premises shall only be utilized for the purpose of activities associated with the operation of the Columbus County Water and Sewer District II and related activities.

DEFAULT

If DISTRICT shall fail to pay any installment of rent when due and payable as heretofore provided, and such default shall continue for a period of ninety (90) days with or

without notice, or if DISTRICT shall fail to perform any of the other terms and conditions heretofore set forth, and shall continue in such default for a period of ninety (90) days after written notice of default, BOARDMAN, at its discretion, may terminate this LEASE AGREEMENT and take possession of the premises subject to other remedies allotted by law.

If BOARDMAN shall fail to perform any of the terms and conditions heretofore set forth and shall continue in such default ninety (90) days after written notice of such default, DISTRICT, at its discretion shall terminate this LEASE AGREEMENT and vacate the premises without further obligation to pay rent as herein provided from date of said termination, without prejudice to any other remedies provided by law.

CONDEMNATION

If, during the term of this LEASE AGREEMENT, any portion of the premises shall be taken as a result of the exercise of the power of eminent domain by a government agency other than DISTRICT or BOARDMAN, this LEASE AGREEMENT may be terminated by DISTRICT at any time following the date of vesting of title of any portion of the premises pursuant to such proceedings.

Any award granted to either party for total taking regarding the premises shall be the property of BOARDMAN and DISTRICT, with BOARDMAN being entitled only to that portion of the award attributable to the taking of or damage to BOARDMAN's interest and DISTRICT shall be entitled to the value of its leasehold interest taken. DISTRICT shall be entitled to any portion of an award attributable to property of DISTRICT taken by the condemning authority which has not become the property of BOARDMAN under the terms hereof.

NOTICES

Any notice required to be given hereunder from either of the parties to the other shall be in writing. Said notices shall be served personally or shall be deemed fully served if sent by the United States Postal Service by first class mail, postage paid, certified, return receipt requested and addressed as follows:

Notice to BOARDMAN
Town of Boardman
P.O. Box 87
Evergreen, NC 28438

Notice to DISTRICT
Columbus County Water and Sewer District II
c/o Columbus County Administration
111 Washington Street
Whiteville, NC 28472

QUIET ENJOYMENT

BOARDMAN hereby agrees that DISTRICT, upon the payment of rent as hereinabove stipulated and performance of all the other agreements and covenants herein, shall and may peacefully and quietly have, hold and enjoy said premises during the term hereof free from the

adverse claims of any person or entity.

BUYOUT

At the end of the forty (40) year term of this LEASE AGREEMENT, BOARDMAN will make available to DISTRICT the option to buy the leased premises. The purchase price will be \$192,000.00, which is the total amount of the rental payments made during the entire term of the LEASE AGREEMENT. The rental payments made during the term of the LEASE AGREEMENT will serve as the full payment and consideration for the purchase.

MEMORANDUM OF AGREEMENT

Either party shall, at the request of the other, execute a short form memorandum of lease evidencing the terms of this LEASE AGREEMENT and suitable for recordation.

BENEFIT OF CONTRACT

The stipulations, agreements, and covenants herein contained are and shall be binding upon the parties hereto and their respective heirs, successors and assigns.

ENTIRE AGREEMENT; WAIVER

This LEASE AGREEMENT contains the entire agreement of the parties hereto as to the subject matter and may not be altered, amended or modified except by a writing signed by both parties. No waiver of or delay in exercising any right or power under this lease shall impair any such right or power, or shall be construed as a waiver of any breach or default, or acquiescence thereto. One or more waivers of any covenant, term or condition of this LEASE AGREEMENT by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach or default of the same covenant, provision or condition. The consent or approval by either party of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act. No provision of this LEASE AGREEMENT shall be deemed to have been waived unless such waiver be in writing and signed by the waiving party. The receipt by BOARDMAN of rent with knowledge of or during the existence of any breach or default shall not be deemed a waiver of such breach or default.

LAWS GOVERNING

This LEASE AGREEMENT shall be governed by the internal laws of the State of North Carolina without reference to the conflict of laws provisions thereof, and any action or proceeding relating hereto shall only be brought in the Superior Court of Columbus County, North Carolina.

IN TESTIMONY WHEREOF, Town of Boardman, as BOARDMAN, has caused this lease to be signed in its name by its Mayor, attested by its Town Clerk; and Columbus County Water and Sewer District II, as DISTRICT, has caused this lease to be signed in its name by the Chairman of the Columbus County Commissioners, attested by the Clerk to the Board, intending to be bound according to its terms, the day and year when signed by the Chairman of the Columbus County Commissioners.

BOARDMAN:
TOWN OF BOARDMAN

, Mayor

Attested by:

, Town Clerk

DISTRICT:
COLUMBUS COUNTY
WATER AND SEWER
DISTRICT II

Sammie Jacobs, Chairman
Columbus County Commissioners

Date of Chairman's signature

Attested by:

June B. Hall, Clerk to the Board

COUNTY SEAL

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

This ____ day of _____, 2007, personally came before me, _____
_____, a Notary Public of _____ County, _____,
who being by me duly sworn, says that she/he is acquainted with _____,
who is the Mayor of said Town of Boardman of Columbus County, and that she/he, the said
_____, is the Clerk to the Town of Boardman of Columbus County, and
she/he saw the Mayor sign the foregoing instrument.

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

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: _____.

Approved as to form:

 Steven W. Fowler
 Columbus County Attorney

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

 Leo Hunt
 Columbus County Finance Officer

Al Leonard, Consultant for the Town of Boardman, stated the following:

1. For the record, let me say that I am here tonight in the capacity as a consultant for the Towns of Boardman, Cerro Gordo and Fair Bluff;
2. I would like to give you a little bit of the history of this project;
3. About three (3) or four (4) years ago, the Town of Boardman received a Community Development Block Grant to build a wastewater treatment system in their small town there adjacent to the river;
4. They received money to run a pipe under the river and tie into the new wastewater treatment plant at Fairmont;
5. After that success, the Town of Cerro Gordo was very interested in getting into the sewer business;
6. The Town of Cerro Gordo has had a little water system going for ten to fifteen (10-15) years that has been successful, and they wanted to get into the sewer business, and they did not have any money on hand to match Rural Center monies, and at that time, they were called unsewered community grants, but Boardman did;
7. Boardman had the CDBG Grant they had already received, so there was a hand-shake agreement that Boardman would apply for the unsewered community grant that would put lines in Cerro Gordo;
8. We're at the second stage, and you have a system that is built in Boardman, running a line over to Cerro Gordo and build a small wastewater system in Cerro Gordo;
9. The third domino is the Town of Fair Bluff;
10. Fair Bluff has their own wastewater treatment plant, they have their own system, parts of it has been in existence since the depression, the best we can tell;
11. Fair Bluff got a Clean Water Management Trust Fund to shut their sewer plant down and run a pipe to Cerro Gordo;
12. One point needs to be very well underscored here, and that is the fact that as we stand today, this system is being built entirely with grant funds;
13. This is a conversation Commissioner McKenzie and myself have had for several years;
14. There needs to be a distinction drawn here, although this sewer system is in Water District II, and that is why we are having this conversation;
15. The sewer system, again, is being given to the County and to the each municipality by these

- funding agencies;
16. If you think back to Water District II, there was a vote of the voters and of the people to build Water District II, and to pledge the County's taxing authority to pay those bonds back, which ultimately, as we all know, is what has happened;
 17. There has been no vote on this sewer system and there has been no pledging of no taxing for it, so there is no pledge of a taxing authority;
 18. If this wastewater system is not profitable at the outset, the wastewater customers of Boardman, Cerro Gordo and Fair Bluff will see their rates go up to bring it back into balance;
 19. The taxpayers of Water District II will never see anything on their tax bill;
 20. That is the way this has been set up legally;
 21. After these grants were received, the funding agencies, I think very wisely, said we got to see some evidence that this system will work;
 22. The Town of Boardman has no employee or no Public Works Department;
 23. The Town of Cerro Gordo has one (1) employee, but no Public Works Department;
 24. Who is going to operate and maintain this system, and that is when the three (3) municipalities came to the County staff, a couple of years ago, and we entered into what I call the five (5) party agreement;
 25. The five (5) parties being Fairmont, the Town of Fair Bluff, Town of Cerro Gordo, Town of Boardman and the Columbus County Water and Sewer District II;
 26. Those negotiations went on for about a year and they were very productive;
 27. The former staff members of the County that were there, I thought, represented the County very well;
 28. We put together an Agreement which this Board has signed, and the other city Councils have signed for the municipalities;
 29. That Agreement governs how this wastewater system will be maintained, operated, and so forth, and the concept is that Fairmont will send a bill every month to Columbus County for the wastewater that they have treated, and the County Government will send a bill to Boardman, Cerro Gordo and Fair Bluff for the flows that they sent into the plant in Fairmont;
 30. With regard to maintenance, the Utility Department will maintain the wastewater system for Boardman, Cerro Gordo, but not Fair Bluff because Fair Bluff has their own Public Works Department, and in exchange for that, the County Government will charge \$2.50 per thousand (1,000) gallons for maintenance and operation of the system;
 31. Having said that, that is not what we are talking about;
 32. What we are talking about tonight is a second smaller Agreement, not the five (5) party Agreement, what I will refer to tonight as the Lease Agreement;
 33. The Lease Agreement, in its simplest form, in my view, is the transfer of dollars from Fair Bluff and Cerro Gordo to the Town of Boardman;
 34. If you can imagine, the County Government is going to send a bill to Fair Bluff, send a bill to Cerro Gordo, and those bills will be paid;
 35. The County Government is going to recoup its operation expenses, they are going to pay the Town of Fairmont for water that they treated, and it is also envisioned in the Lease Agreement that they will pay rent on two (2) of the major pump stations to the Town of Boardman, and that is what we are talking about tonight;
 36. Originally, a Lease Agreement was approved, by this Board, as I understand it, on January 18, 2005;
 37. About a year ago, Steven W. Fowler, Columbus County Attorney, came to me and stated he would like to revisit that Lease Agreement, and that it could be strengthened and it needed to have some legal power, if you will, put into the document, and would the Town of Boardman be interested in taking a look at that Lease Agreement, and we said that we would

- in the spirit of cooperation;
38. I will have to say that Mr. Fowler negotiated in good faith;
39. We made it clear to Mr. Fowler that as long as we did not upset the concept of the original Lease that had been approved by the Commissioners, we were open to making it as legal and as strong a document as possible, and we negotiated that throughout the summer;
40. I think Mr. Fowler has outlined some of the changes between the original and the document that is on the table now;
41. The biggest change that I see is that when you take away the wheras's, the commas, and the semicolons, the biggest change is, this is now, in my layman's view, I am not an attorney, this is a Lease to Own;
42. At the end of the Lease period, these two (2) major pump stations will be the property of the County, I think that is the biggest change;
43. The Boardman Town Council has asked me to be here tonight; they have approved the document you have before you, they have said it is okay with them;
44. The original Lease in January, 2005, was never signed by the Chairman, and I think there are fair and good reasons for that, and I want to be portrayed as saying this very positively and neutrally, the former attorney advised the then Chairman not to sign it because, even though the Board had entered into the Minutes of having approved, at that time, Boardman did not actually own the two (2) pump station sites;
45. It was former Attorney Hill's opinion that you should not sign it because Boardman has nothing but a lease at this point in time, even though the lease doesn't start until the system is up and running; and I think that was probably good advice;
46. I say to the Board tonight that Boardman does own the two (2) sites now;
47. The system is eighty-five (85%) percent installed in Boardman right now;
48. As I understand it from the engineers, the leg to Cerro Gordo and on to Fair Bluff will be bid in late Fall or early Winter, so we're moving forward;
49. The last thing I will say is, there has been some question about the financial ability of this system, and I just want to represent to the Board that there is no conflict between the municipalities and the County Government on that;
50. If you think back to the five (5) party Agreement, if the system is not paying for itself, there is a mechanism in the five (5) party Agreement, the County can raise the rates;
51. If we can't make a free sewer system work, then we have failed our people, there is no questions about that;
52. It will be challenging, it's been a lot of fun, I've learned a little bit;
53. I am here tonight to talk about the new and improved Lease;
54. The Town of Boardman has voted and asked the County Commissioners to rescind the old one, which the County Attorney felt it could be strengthened, and adopt the new one, and I represent their Council tonight.

Commissioner Gore asked Mr. Leonard how many pump stations are in the entire system. Mr. Leonard replied stating the following:

1. There are five pump stations;
2. There is a little one that only affects the customers of Boardman; **and**
3. There is a big one in Boardman which is a part of this Lease.

Commissioner Gore asked Mr. Leonard if those two (2) tanks were the only two (2) tanks we were talking about with the Lease Purchase. Mr. Leonard replied stating let me be a little more clear, if I can. There is a big one in Cerro Gordo and there is a big one in Boardman that those towns empty into. Those are the two (2) that are being leased. The little one in Boardman and the two (2)

little ones in Cerro Gordo will be the responsibility of those municipal governments. As far as funding, and so forth, there is no lease envisioned on the little ones in the towns, but the two (2) big ones that everybody contributes to are the ones that are envisioned in this Lease.

Commissioner Gore asked Mr. Leonard if there was anything in Fair Bluff. Mr. Leonard replied stating that Fair Bluff will have a new larger one installed. If you can imagine, instead of pumping to their wastewater treatment plant a couple of blocks away, they got to pump several miles to Cerro Gordo, but that will be the maintenance responsibility of the Fair Bluff Public Works.

Vice Chairman Prevatte stated he had presented some information to each one that he would like to go over, and Mr. Leonard I would like for you to wait until I have finished to make comments. I spent quite some time, and other people, on this Lease Agreement, and it is about as clear as mud. The following is a list of Interlocal Sewer Agreement Highlights which I have questions on and need some clarification.

Interlocal Sewer Agreement Highlights
Originally Adopted October 16, 2004
Revised May 2, 2005

According to the agreement adopted May 2, 2005:

- Fairmont will bill Columbus County for wastewater treatment at \$2.29 per 1,000 gallons for Boardman, Cerro Gordo, and Fair Bluff. Columbus County will bill Boardman, Cerro Gordo, and Fair Bluff for these charges.
- Columbus County **will operate** the Boardman and Cerro Gordo sanitary sewer collection system including pump stations; lines; other necessary facilities; the primary sewer collection lines; and, the **major regional pump station** for the collection of wastewater from Boardman, Fair Bluff, and Cerro Gordo. (Two pump stations and the major regional pump station - **Total 3**). **Page 795, Last Paragraph.**
- Columbus County **will own and operate** the regional portions of the system including: the force main from Boardman to Cerro Gordo; the Hwy 242/76 pump station at Cerro Gordo; the force main from Cerro Gordo to Boardman; the River pump station at Boardman; and, the force main from Boardman to Fairmont. (Two pump stations - **Total 2**). **Page 796, First Paragraph.** On **Page 798, Section C # 4**, states that Columbus County “will also own, operate, and maintain the new Cerro Gordo regional pump station and the new River pump station.” **Page 797, Item T** states that Columbus County will also own, operate, and maintain the force main from Fair Bluff to Cerro Gordo.

Questions: The Lease to Own Agreement refers to the Cerro Gordo Master Pump Station and the River Master Pump Station. Are these the 2 pump stations referred to above on **Page 798, Section C # 4**, that we already own according to the Interlocal Sewer Agreement? Then why would we want to lease to own if that agreement states that we already own them? If we do not already own them, then according to the contract, we have agreed to operate them for Boardman and Cerro Gordo (see first bulletin point). Either way, all five pump stations are covered in the Interlocal Sewer Agreement in some form, so why is it necessary to lease to own two of them at \$4,800.00 per year in another agreement?

- **Page 803, Article XII B** states that Boardman and Cerro Gordo shall pay Columbus County \$2.50 per 1,000 gallons for the operation and maintenance of their respective sewer systems. (It does not state anything about Fair Bluff's system there.) It also states that Columbus County has agreed to operate and maintain the sewer systems within the two towns. **Columbus County will, using the funds collected from this rate, also take care of any repairs and/or operational and maintenance needs within the Cerro Gordo and Boardman systems that do not exceed \$5,000.00. Columbus County will be responsible for all costs associated with those system components for which they have ownership.** We have been told that there are potentially 40 customers in Boardman and 40 customers in Cerro Gordo and that their estimated usage would be approximately 4,000 gallons. If we have 80 customers and they are billed \$10.00 (\$2.50 per 1,000 gallons) per customer for O & M, which equates to \$800.00 per month for O & M, there is a projected total of \$9,600.00 annually. Our estimated expenditures for electricity and insurance alone exceed \$19,000.00.

Questions: Where do we get the additional funds just to cover not only these two expenditures but the total estimated expenditures of \$28,316.00; and, where do we get the funds to pay for the \$4,800.00 lease agreement should we adopt that? Who pays for the O & M costs that exceed \$5,000.00 on the Boardman and Cerro Gordo systems? Where do the funds come from to pay for O & M on the portions of the system that the county owns? Also, the new Lease To Own Agreement states that we will be responsible for all repairs and maintenance of these two pump stations, but if we have agreed to operate them (not really sure) in the Interlocal Sewer agreement, they are covered by the \$2.50 per 1,000 gallons O & M charge the two towns will pay. Why would we want to obligate ourselves to be responsible for all of the repairs, when at some time they will probably exceed \$5,000.00, which Boardman and Cerro Gordo will be responsible for?

- **Page 798, Article II, Section C # 2 states that Fair Bluff will receive a monthly bill from Columbus County for the operation and maintenance of the regional lines and pump stations.** We have been told that we will only bill Cerro Gordo and Boardman for O & M, but as you can see we can bill Fair Bluff. It does not state this on **Page 803, Article XII B.**

Questions: At what rate do we bill Fair Bluff for O & M of the regional lines and pump stations? How many users do they have?

- **Page 799 # 1,** it states that Columbus County will furnish and install the necessary equipment for properly measuring wastewater to be discharged into the Fairmont system.

Questions: What type of equipment do we have to install and what other types of equipment do we have to purchase? Where do the funds come from for these purchases?

- The Interlocal Sewer Agreement and the Lease to Own Agreement do not coincide with each other;
- I am afraid since this falls in Water and Sewer District II, the shortage of money will fall on the taxpayers to pay;
- The citizens of Boardman, Fair Bluff and Cerro Gordo do not pay Special Water District II taxes;
- Are we going to operate the sewer system for them, are we going to pay for their sewage;
- On page 807, I asked point blank to Mr. Farmer, would it cost Columbus County to do this, and he stated no;

- When you answer these questions, I need to know what type of equipment will we have to furnish to do this, because this equipment is quite expensive; **and**
- If you don't generate enough revenue off of eighty (80) customers to pay the light bill, you are in the hole to start with.

Al Leonard stated the following:

1. It is my understanding we are here to discuss the Lease to Own Agreement;
2. The five (5) party Agreement has been signed by every Board and has been enacted;
3. Yes, I am a little surprised, that anybody is surprised that the contract says the County maintains the collection system in Cerro Gordo and Boardman because this is the reason we began the five (5) party Agreement.

Vice Chairman Prevatte stated he did not have a problem with collecting the money and paying Fairmont, but I do have a problem with taking County personnel and maintaining these lines when we don't have the money to do it.

Commissioner Memory stated the following:

1. I think we're saying, the General Fund of Columbus County, and the general people of Columbus County, even though the towns of Boardman, Cerro Gordo and Fair Bluff are in Columbus County, that everybody in the County, because this money will have to come out of the General Fund or out of Water and Sewer District II to maintain these lines in a negative situation;
2. What is being said is, is it fair to the citizens of Water and Sewer District II which does not include the Towns of Boardman, Cerro Gordo and Fair Bluff which do not pay that Water and Sewer District tax;
3. For the Water and Sewer District II to pay for maintenance and operation, and possible additional cost over and above the profits generated from the sale of sewer service to the residents of Fair Bluff, Cerro Gordo and Boardman;
4. I made the motion to accept the five (5) party Agreement, and we were told as a Board, at that time, that everything would be handled and there would be no cost to Columbus County, whatsoever. The profits generated for that sewer system would pay for itself, and this County would not have to take any money out of its General Fund to pay for it;
5. Apparently, there is some language in these agreements that our former County Attorney suggested that we not sign it and I can see why;
6. We have a problem with both of these Agreements with them not living up to what we expected for Water and Sewer District II, and here we are in the middle of something else;
7. I understand for the growth of the western part of Columbus County and the Towns of Boardman, Cerro Gordo and Fair Bluff, this is a necessity;
8. But, I understand that if you are charged an excessive amount for sewage, then a lot of those people will not hook up to it;
9. We have some major questions and I agree, I don't think we are going to settle all this tonight, but I can't, in good faith, I have been here for seven (7) years and we'd had problems in Water and Sewer District II and Water and Sewer District III, and we had to place a tax on them;
10. Now, we're saying we are going to enter into something else that is not going to be profitable or even break even, and we may have to go to the General Fund to offset this;
11. If the people of Boardman, Cerro Gordo and Fair Bluff want to pay water and sewer tax, and they would say okay, you can add this to our taxes for the sewer, and whatever it takes, then that is fine, but we have to make sure that Leroy's Department, and he has to put someone

on to maintain these lines, is that not correct?

Vice Chairman Prevatte stated that if you take it from the General Fund, it comes from everybody in the County. According to the budget that has been prepared, it will take eight and 00/100 (\$8.00) dollars per one thousand (1,000) gallons to balance the budget.

Commissioner Bullard asked Mr. Hunt if there had been money budgeted in the Budget to take care of this since the contract was signed in 2005? Mr. Hunt replied stating no.

Commissioner Bullard asked Mr. Hunt if we knew that this was coming upon us. Mr. Hunt replied stating that at Budget time, he was not aware of it.

Commissioner McKenzie stated we needed to revisit this issue and get some clarification on these issues that are in question.

Al Leonard stated the following:

1. Obviously, we did not come here tonight to rehash some old wounds that I don't feel like I was a part of;
2. I understand the sensitivity of the water;
3. The bigger question is, and I say to the Board, we got an executed five (5) party Agreement that is in effect, that everybody signed off on; **and**
4. There is a system being built, as we speak, whether we proceed, if that is a legally binding document, which I think everyone agrees that it is.

Commissioner Gore stated the following:

1. From all the information I have read, and been given, the Board was informed that this would not cost the County any money;
2. This was indeed a misrepresentation, and I don't know if this is a legally binding document which the attorney needs to check into;
3. We are looking at spending thousands of dollars because the Towns of Cerro Gordo and Fair Bluff want to get out of the sewer business;
4. I don't think County taxpayers need to take that on.

Al Leonard stated the following:

1. I understand what you are saying Commissioner Gore, and there is some truth to that;
2. Please understand that Boardman and Cerro Gordo are not trying to get out of the sewer business, because they have never been in it;
3. The State Grant Agencies realized that they were two (2) towns without a Public Works Department, and they asked that there be an operator, and that's when we entered into a negotiation with the County Utility Department to provide the maintenance for those two (2) small towns.

Commissioner Gore asked Mr. Leonard if Fair Bluff was the one that wanted to get out of the sewer business. Mr. Leonard stated that we're getting out of the treatment business, and we will still be in the collection system. We still have our pipes that we will have to maintain.

Commissioner Gore stated we would still have to have personnel for collection and certified people.

Commissioner Memory stated we were actually pumping sewage, the raw wastewater from these towns, just through Columbus County. It will be the responsibility of the City of Fairmont who has one of the largest wastewater treatment plants in Southeastern North Carolina, on the banks of Lumber River. It was even discussed, at one time, that the Town of Tabor City was going onto the same thing. Tabor City has a problem and could not go on the system. It was portrayed to us that it would not cost Columbus County anything when we did this, and the revenues generated from this would offset the O&M of the system. Now, we are seeing that it may not. I am not sure we will have to hire a wastewater treatment guy.

Leroy Sellers, Public Utilities Director, stated we will have to have a collection licensed person.

Commissioner Bullard stated the following:

1. When I went to the sewer meeting in Boardman about a month ago, and this was my first introduction to the sewer system and there were some very interesting comments made;
2. I came back and asked some pertinent questions about where was this extra money coming from that is going to take care of this sewage for the County;
3. I am in District II, and speaking on behalf of the people of Columbus County, I can not support any more taxes, and especially if it's coming from a system that's possibly going to create taxes; **and**
4. I know that infrastructure is very important to the County, but when improvements are needed, you need to wait until you are financially able to do so.

Al Leonard stated the following:

1. I can't disagree with that, but I can't help but to feel like I am caught in the crossfire here;
2. What we're talking about tonight is four thousand, eight hundred and 00/100 (\$4,800.00) dollars that will be collected from Fair Bluff and Cero Gordo, by the County, and paid to Boardman in an annual lease;
3. If there are some problems with the five (5) party Agreement, which has already been signed by the five (5) parties, and understanding all the quirks of that, you have got to be comfortable with that in understanding that it can work, and it will reliably work, and I think all of us expect you to make sure that it will.

Vice Chairman Prevatte stated that your Lease Agreement does not chive with your Interlocal Agreement. It does not match up and I am not going to spend any money out of Columbus County to go into Robeson County to operate the maintenance of the line that goes from Boardman all the way to Fairmont.

Al Leonard stated the following:

1. Commissioner you stated that you weren't in favor of my Agreement;
2. I want to express to the Board that I think this is our Agreement;
3. The five (5) party Agreement was put together by the County Government;
4. The smaller Lease Agreement was adopted by the County Commissioners, so if there is a perception that this is Al's Agreement, it is not;
5. It's not Hobbs Upchurch's agreement;
6. It is five (5) governmental units that came together and adopted it; **and**
7. As far as the pipe going into Robeson County, Fairmont's plant is on the other side of the river, and the CDBG grant was just to push a pipe under the river to Fairmont's plant.

MOTION:

Vice Chairman Prevatte stated you are entirely right, it is our Agreement, and I make a motion that we table this until they can work out the details to where it can be profitable to Columbus County to operate, along with input from our Administration.

Commissioner Memory stated he would second the motion and that we table this matter for at least thirty to forty-five, maybe sixty (30-45-60) days, until they can sit down and meet with us, and report back to us, where they think Columbus County will stand and they will have to communicate with Boardman, Fair Bluff and Cerro Gordo to see how far they are willing to go to maintain this sewage system, as far as monetary value to the County. If we have to put in a Utility Department for them, they got to come up with some money from somewhere.

Commissioner Bullard stated we were not being hard on the people from Boardman, it was just business.

Al Leonard stated he would like to make sure he understood the motion that was made. After input from several members relative to this motion, the clarified motion was stated as follows:

MOTION CLARIFIED:

Vice Chairman Prevatte made a motion to table this matter for sixty (60) days until all parties involved can meet, and work out the details to where it would be profitable for Columbus County to operate this system, seconded by Commissioner Memory. The motion unanimously carried.

Al Leonard asked for clarification that as he understood it, you want the county numbers to be crunched and presented to the other four (4) parties. Vice Chairman Prevatte replied stating that he wanted the other four (4) parties to show how we can operate these things without costing Columbus County anything. I guess it will cost twenty-eight thousand and 00/100 (\$28,000.00) dollars. Mr. Leonard replied stating that was where he was caught off guard. I guess you have got some numbers that have been generated by somebody.

Commissioner Bullard asked if the line could be used by citizens. Mr. Leonard replied stating that the engineers looked into this and it can not.

After further discussion was conducted regarding who could use the line, Al Leonard stated that by and large, it would accommodate the municipalities. My vision, and everybody's vision all along is that Boardman, Cero Gordo, and Fair Bluff would be paying for this, and the County would be a clearinghouse.

Commissioner Bullard stated those three (3) towns should take care of the excesses that system cost since it is going to be of benefit to them. Mr. Leonard stated it was represented to us by the County Government that the two and 50/100 (\$2.50) dollars, per thousand (1,000) gallons would do that.

ADJOURNMENT:

At 8:13 P.M., Commissioner Memory made a motion to adjourn, seconded by Vice Chairman Prevatte. The motion unanimously carried.

APPROVED:

JUNE B. HALL, Clerk to Board

SAMMIE JACOBS, Chairman

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007

August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF APRIL 2007

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
4/12/2007	360151	LYNN FAIRFAX	32.00-	METER READ WRONG
4/10/2007	380540	NOVELLA MURPHY	90.00-	BILLING ERROR
4/10/2007	340270	GAIL CROOM	57.50-	CUSTOMER LEAK
4/4/2007	341510	DONALD HIGH	49.75-	CUSTOMER LEAK
4/13/2007	370460	JEAN PHELPS	27.75-	CUSTOMER LEAK
4/20/2007	380160	CHARLES GEORGE	98.90-	POSTING ERROR
4/20/2007	380160	CHARLES GEORGE	4.50-	PENALTY WAIVED

August 23, 2007 Meeting, Nine (9) Pages
"ATTACHMENT A"

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007
 August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF MAY

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
5/2/2007	340007.0097	ERMA WEAVER	10.83-	BILLING ERROR
5/2/07	370085.0096	WANDA BOWEN	17.50-	BILLING ERROR
5/2/07	371370.0098	CLAUDE DEFOUR	3.00-	PENALTY WAIVED
5/3/07	380370	KISHA BEST	50.00-	METER LOCK WAS NOT BROKEN
5/15/07	370211	CHRIS AND JANIE FOWLER	4.00-	METER READ WRONG
5/4/07	341632	EARL DUCAN	52.00-	BILLING ERROR
5/16/07	341632	EARL DUCAN	5.20-	PENALTY WAIVED
5/24/07	330780	J. E. BARNHILL	100.00+	BROKEN LOCK FEE
5/22/07	350662	LAWRENCE SAULS	25.00-	POSTING ERROR
5/22/07	350662	LAWRENCE SAULS	30.00-	CUT OFF FEE WAIVED
5/22/07	350662	LAWRENCE SAULS	2.50-	PENALTY WAIVED
5/22/07	350664	LAWRENCE SAULS	25.00+	POSTING ERROR

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007

August 23, 2007 Meeting

THE FOLLOWING PAGES OF ADJUSTMENTS ARE FROM A CASH COLLECTION BATCH THAT WAS NOT UPDATED IN OUR SYSTEM AT THE TIME WHEN THE PENALTIES WERE APPLIED. THEREFORE THE PENALTIES HAD TO BE REMOVED FROM EACH CUSTOMERS ACCOUNT.

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007
August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF JUNE

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
6/18/2006	330015	GENE NOBLES III	5.00-	BATCH WAS NOT UPDATED
6/18/2006	330095	ANN & DAVID PRIDGEN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	330320	ROBERT & LISA GURKIN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	330339	MARK PAGE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	330370	RACHEL ELKINS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	330380	J B ELKINS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	3301410	W J HUMPHREY	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331010	DANIEL WIGGINS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331135	JAMES WIGGINS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331146	EDWARD & GLENDA RANSOM	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331190	ANNELLA MCCOY	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331200	LILLIE WILLIAMS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331220	CALVIN DUNCAN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331670	ADA ELKINS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	340055	TELEMON CORPORATION	5.00-	BATCH WAS NOT UPDATED
6/18/2006	340200	RICHARD CAPPS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	340210	BETTY WILLIAMSON	5.00-	BATCH WAS NOT UPDATED

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007
August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF JUNE

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
6/18/2006	340270	GAIL CROOM	5.00-	BATCH WAS NOT UPDATED
6/18/2006	340306	GREGORY BLACKMON	5.00-	BATCH WAS NOT UPDATED
6/18/2006	340370	HILDA DORSETT	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341120	JERRY ELKINS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341125	THOMAS WOOTEN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341241	HORACE NANCE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341290	RICHARD POWELL	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341325	LAURA BRITT	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341330	HUGH MCPHERSON	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341450	BETTY ANN PAGE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341480	ROLAND CREECH	5.00-	BATCH WAS NOT UPDATED
6/18/2006	350150	LARRY BURROUGHS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	350240	DOROTHY CHESTNUTT	5.00-	BATCH WAS NOT UPDATED
6/18/2006	350250	RICHARD PRICE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	350260	E BEN WARD	5.00-	BATCH WAS NOT UPDATED
6/18/2006	350515	WHITEVILLE COUNTRY CLUB	5.00-	BATCH WAS NOT UPDATED
6/18/2006	350755	ANDREW JORDAN	5.00-	BATCH WAS NOT UPDATED

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007
August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF JUNE				
DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
6/18/2006	350960	FLORENCE GARDNER	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360180	NORTH WHITEVILLE FIRE DEPT	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360310	MIKE & GENNIE PARNELL	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360580	BEN KILPATRICK	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360593	KRISTEN GREENE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360595	RICHARD COX	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360960	BETTY & ALFRED OXENDINE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360970	ROSE HILL A M E ZION CHURCH	5.00-	BATCH WAS NOT UPDATED
6/18/2006	361020	PAULA DEW	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370152	IVA POWELL	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370220	JACKIE STRICKLAND	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370350	ALEXIS PREASE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370440	EILEEN GORE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370460	JEAN PHELPS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370560	JAMES A STEPHENS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370900	JEAN PATTERSON	5.00-	BATCH WAS NOT UPDATED
6/18/2006	371190	WILLIAM NEALEY	5.00-	BATCH WAS NOT UPDATED

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007
August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF JUNE

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
6/18/2006	371220	WENDY HOOD	5.00-	BATCH WAS NOT UPDATED
6/18/2006	371345	KEN KERR	5.00-	BATCH WAS NOT UPDATED
6/18/2006	371818	DONALD PRIDGEN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	371820	BETHEL CHURCH	5.00-	BATCH WAS NOT UPDATED
6/18/2006	380050	WILLIAM JONES	5.00-	BATCH WAS NOT UPDATED
6/18/2006	380255	HUGH SHIPMAN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	380670	MOUNT OLIVE BAPTIST CHURCH	5.00-	BATCH WAS NOT UPDATED
6/18/2006	380750	CLARENCE WILLIAMS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	380810	M TOWNSEND	5.00-	BATCH WAS NOT UPDATED
6/18/2006	381130	CAROL CLARK	5.00-	BATCH WAS NOT UPDATED
6/18/2006	381170	ROBERT YOUNG	5.00-	BATCH WAS NOT UPDATED
6/18/2006	381220	JERRY & LINDA STRICKLAND	5.00-	BATCH WAS NOT UPDATED
6/18/2006	381230	ROBERT STANLEY	5.00-	BATCH WAS NOT UPDATED

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

Thursday, August 23, 2007

7:19 P.M.

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

APPOINTEE ABSENT:

Jimmy Varner, **County Manager**

MEETING CALLED TO ORDER:

At 7:19 P.M., Chairman Jacobs called the Columbus County Water and Sewer Districts I, II, III, IV and V **Combination** Board Meeting to order.

Agenda Item #23: PUBLIC UTILITIES - APPROVAL of ADJUSTMENTS to APRIL, MAY, JUNE and JULY, 2007 MONTHLY WATER BILLS:

Leroy Sellers, Public Utilities Director, requested Board approval of adjustments to the monthly water bills for April, May, June and July, 2007.

Commissioner McKenzie asked Mr. Sellers if the compilation of these adjustments was taking up a lot of the staff's time. Mr. Sellers replied stating yes.

Vice Chairman Prevatte stated any release of a monetary amount needed to be listed by name and amount.

After discussion was conducted as to the manner in which these adjustments would be presented to the Board for approval, it was the general consensus of the Board to submit these adjustments in the same manner as the following adjustments, and on a monthly basis. See "Attachment A" (9 pages) for the breakdown of these adjustments.

Commissioner McKenzie made a motion to approve the adjustments for Columbus County Water and Sewer District III, for April, May, June and July, 2007, as submitted, seconded by Commissioner Norris. The motion unanimously carried.

ADJOURNMENT:

At 7:24 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner Norris. The motion unanimously carried.

APPROVED:

JUNE B. HALL, Clerk to Board

SAMMIE JACOBS, Chairman

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007
August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF APRIL 2007

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
4/12/2007	360151	LYNN FAIRFAX	32.00-	METER READ WRONG
4/10/2007	380540	NOVELLA MURPHY	90.00-	BILLING ERROR
4/10/2007	340270	GAIL CROOM	57.50-	CUSTOMER LEAK
4/4/2007	341510	DONALD HIGH	49.75-	CUSTOMER LEAK
4/13/2007	370460	JEAN PHELPS	27.75-	CUSTOMER LEAK
4/20/2007	380160	CHARLES GEORGE	98.90-	POSTING ERROR
4/20/2007	380160	CHARLES GEORGE	4.50-	PENALTY WAIVED

"ATTACHMENT A"
 August 23, 2007 Meeting, Nine (9) Pages

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007
 August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF MAY

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
5/2/2007	340007.0097	ERMA WEAVER	10.83-	BILLING ERROR
5/2/07	370085.0096	WANDA BOWEN	17.50-	BILLING ERROR
5/2/07	371370.0098	CLAUDE DEFOUR	3.00-	PENALTY WAIVED
5/3/07	380370	KISHA BEST	50.00-	METER LOCK WAS NOT BROKEN
5/15/07	370211	CHRIS AND JANIE FOWLER	4.00-	METER READ WRONG
5/4/07	341632	EARL DUCAN	52.00-	BILLING ERROR
5/16/07	341632	EARL DUCAN	5.20-	PENALTY WAIVED
5/24/07	330780	J. E. BARNHILL	100.00+	BROKEN LOCK FEE
5/22/07	350662	LAWRENCE SAULS	25.00-	POSTING ERROR
5/22/07	350662	LAWRENCE SAULS	30.00-	CUT OFF FEE WAIVED
5/22/07	350662	LAWRENCE SAULS	2.50-	PENALTY WAIVED
5/22/07	350664	LAWRENCE SAULS	25.00+	POSTING ERROR

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007

August 23, 2007 Meeting

THE FOLLOWING PAGES OF ADJUSTMENTS ARE FROM A CASH COLLECTION BATCH THAT WAS NOT UPDATED IN OUR SYSTEM AT THE TIME WHEN THE PENALTIES WERE APPLIED. THEREFORE THE PENALTIES HAD TO BE REMOVED FROM EACH CUSTOMERS ACCOUNT.

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007
August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF JUNE

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
6/18/2006	330015	GENE NOBLES III	5.00-	BATCH WAS NOT UPDATED
6/18/2006	330095	ANN & DAVID PRIDGEN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	330320	ROBERT & LISA GURKIN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	330339	MARK PAGE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	330370	RACHEL ELKINS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	330380	J B ELKINS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	3301410	W J HUMPHREY	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331010	DANIEL WIGGINS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331135	JAMES WIGGINS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331146	EDWARD & GLENDA RANSOM	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331190	ANNELLA MCCOY	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331200	LILLIE WILLIAMS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331220	CALVIN DUNCAN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	331670	ADA ELKINS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	340055	TELEMON CORPORATION	5.00-	BATCH WAS NOT UPDATED
6/18/2006	340200	RICHARD CAPPS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	340210	BETTY WILLIAMSON	5.00-	BATCH WAS NOT UPDATED

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007
August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF JUNE

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
6/18/2006	340270	GAIL CROOM	5.00-	BATCH WAS NOT UPDATED
6/18/2006	340306	GREGORY BLACKMON	5.00-	BATCH WAS NOT UPDATED
6/18/2006	340370	HILDA DORSETT	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341120	JERRY ELKINS	5.00-	BATCH WAS NOT UPDATED
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6/18/2006	341241	HORACE NANCE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341290	RICHARD POWELL	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341325	LAURA BRITT	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341330	HUGH MCPHERSON	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341450	BETTY ANN PAGE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	341480	ROLAND CREECH	5.00-	BATCH WAS NOT UPDATED
6/18/2006	350150	LARRY BURROUGHS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	350240	DOROTHY CHESTNUTT	5.00-	BATCH WAS NOT UPDATED
6/18/2006	350250	RICHARD PRICE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	350260	E BEN WARD	5.00-	BATCH WAS NOT UPDATED
6/18/2006	350515	WHITEVILLE COUNTRY CLUB	5.00-	BATCH WAS NOT UPDATED
6/18/2006	350755	ANDREW JORDAN	5.00-	BATCH WAS NOT UPDATED

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007
August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF JUNE				
DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
6/18/2006	350960	FLORENCE GARDNER	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360180	NORTH WHITEVILLE FIRE DEPT	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360310	MIKE & GENNIE PARNELL	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360580	BEN KILPATRICK	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360593	KRISTEN GREENE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360595	RICHARD COX	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360960	BETTY & ALFRED OXENDINE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	360970	ROSE HILL A M E ZION CHURCH	5.00-	BATCH WAS NOT UPDATED
6/18/2006	361020	PAULA DEW	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370152	IVA POWELL	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370220	JACKIE STRICKLAND	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370350	ALEXIS PREASE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370440	EILEEN GORE	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370460	JEAN PHELPS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370560	JAMES A STEPHENS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	370900	JEAN PATTERSON	5.00-	BATCH WAS NOT UPDATED
6/18/2006	371190	WILLIAM NEALEY	5.00-	BATCH WAS NOT UPDATED

COLUMBUS COUNTY WATER and SEWER DISTRICT III - 2007

August 23, 2007 Meeting

ADJUSTMENTS FOR THE MONTH OF JUNE

DATE	ACCOUNT NUMBER	NAME ON ACCOUNT	AMOUNT OF ADJUSTMENT	REASON FOR ADJUSTMENT
6/18/2006	371220	WENDY HOOD	5.00-	BATCH WAS NOT UPDATED
6/18/2006	371345	KEN KERR	5.00-	BATCH WAS NOT UPDATED
6/18/2006	371818	DONALD PRIDGEN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	371820	BETHEL CHURCH	5.00-	BATCH WAS NOT UPDATED
6/18/2006	380050	WILLIAM JONES	5.00-	BATCH WAS NOT UPDATED
6/18/2006	380255	HUGH SHIPMAN	5.00-	BATCH WAS NOT UPDATED
6/18/2006	380670	MOUNT OLIVE BAPTIST CHURCH	5.00-	BATCH WAS NOT UPDATED
6/18/2006	380750	CLARENCE WILLIAMS	5.00-	BATCH WAS NOT UPDATED
6/18/2006	380810	M TOWNSEND	5.00-	BATCH WAS NOT UPDATED
6/18/2006	381130	CAROL CLARK	5.00-	BATCH WAS NOT UPDATED
6/18/2006	381170	ROBERT YOUNG	5.00-	BATCH WAS NOT UPDATED
6/18/2006	381220	JERRY & LINDA STRICKLAND	5.00-	BATCH WAS NOT UPDATED
6/18/2006	381230	ROBERT STANLEY	5.00-	BATCH WAS NOT UPDATED

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

Thursday, August 23, 2007

7:19 P.M.

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

APPOINTEE ABSENT:

Jimmy Varner, **County Manager**

MEETING CALLED TO ORDER:

At 7:19 P.M., Chairman Jacobs called the Columbus County Water and Sewer Districts I, II, III, IV and V **Combination** Board Meeting to order.

Agenda Item #23: PUBLIC UTILITIES - APPROVAL of ADJUSTMENTS to APRIL, MAY, JUNE and JULY, 2007 MONTHLY WATER BILLS:

Leroy Sellers, Public Utilities Director, requested Board approval of adjustments to the monthly water bills for April, May, June and July, 2007.

Commissioner McKenzie asked Mr. Sellers if the compilation of these adjustments was taking up a lot of the staff's time. Mr. Sellers replied stating yes.

Vice Chairman Prevatte stated any release of a monetary amount needed to be listed by name and amount.

After discussion was conducted as to the manner in which these adjustments would be presented to the Board for approval, it was the general consensus of the Board to submit these adjustments in the same manner as the following adjustments, and on a monthly basis.

Commissioner McKenzie made a motion to approve the following adjustments for Columbus County Water and Sewer District IV, for May, June and July, 2007, as submitted, seconded by Commissioner Norris. The motion unanimously carried.

MONTH	DATE	ACCT #	ACCT NAME	ADJUSTM	REASON
May	5-24	410420	George Hughes	10.50-	Billing Error
June	6-18	410030	C L Gore	5.00-	Batch Not Updated
	6-18	410050	Edith Herring	5.00-	Batch Not Updated
	6-18	410350	Anna Kirk	5.00-	Batch Not Updated
	6-26	420320	Rebecca Nobles	25.00-	Posting Error
	6-18	420120	Wendy Bell	5.00-	Batch Not Updated
	6-18	420140	Ben Floyd	5.00-	Batch Not Updated
	6-18	420287	Luther & Elizabeth Hester	5.00-	Batch Not Updated
	6-18	420300	Billie Rogers	5.00-	Batch Not Updated
	6-18	420480	T&H Enterprises	5.00	Batch Not Updated
	6-18	420490	Carroll Diversified LLC	5.00-	Batch Not Updated
	6-18	420520	Don Walker	5.00-	Batch Not Updated
July	7-03	410250. 00.98	Robert Rigdon	7.70-	Billing Error
	7-06	420290	David Bright	25.00+	Disconnect Fee
	7-13	420360	P. Luray Carroll	25.00+	Disconnect Fee

ADJOURNMENT:

At 7:24 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner Norris. The motion unanimously carried.

APPROVED:

JUNE B. HALL, Clerk to Board

SAMMIE JACOBS, Chairman

COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V
COMBINATION BOARD MEETING

Thursday, August 23, 2007

7:19 P.M.

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

COMMISSIONERS PRESENT:

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

APPOINTEES PRESENT:

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

APPOINTEE ABSENT:

Jimmy Varner, **County Manager**

MEETING CALLED TO ORDER:

At 7:19 P.M., Chairman Jacobs called the Columbus County Water and Sewer Districts I, II, III, IV and V **Combination** Board Meeting to order.

Agenda Item #23: PUBLIC UTILITIES - APPROVAL of ADJUSTMENTS to APRIL, MAY, JUNE and JULY, 2007 MONTHLY WATER BILLS:

Leroy Sellers, Public Utilities Director, requested Board approval of adjustments to the monthly water bills for April, May, June and July, 2007.

Commissioner McKenzie asked Mr. Sellers if the compilation of these adjustments was taking up a lot of the staff's time. Mr. Sellers replied stating yes.

Vice Chairman Prevatte stated any release of a monetary amount needed to be listed by name and amount.

After discussion was conducted as to the manner in which these adjustments would be presented to the Board for approval, it was the general consensus of the Board to submit these adjustments in the same manner as the following adjustments, and on a monthly basis.

Commissioner McKenzie made a motion to approve the following adjustments for Columbus County Water and Sewer District V, for July, 2007, as submitted, seconded by Commissioner Norris. The motion unanimously carried.

MONTH	DATE	ACCT #	ACCT NAME	ADJUSTM	REASON
July	7-18	701250	Balfour Beatty	5709.00-	High Reading
	7-26	706400	Ragsdall Allsbrook	30.00-	Cut Off Fee Waived

ADJOURNMENT:

At 7:24 P.M., Commissioner Memory made a motion to adjourn, seconded by Commissioner Norris. The motion unanimously carried.

APPROVED:

JUNE B. HALL, Clerk to Board

SAMMIE JACOBS, Chairman