

COLUMBUS COUNTY
BOARD OF COMMISSIONERS

MINUTES

The Honorable Board of Columbus County Commissioners met in their said office at 111 Washington Street, Whiteville, NC at 6:00 P.M., June 16, 1997 for the purpose of holding a public hearing on the 1997-98 Proposed Operating Budget for Columbus County.

BOARD MEMBERS PRESENT:

C.W. Williams, Chairman

Lynwood Norris, Vice Chairman

Spruell Randolph Britt

David L. Dutton, Jr.

A. Dial Gray, III

Sammie Jacobs

C.E. "Gene" Wilson

James E. Hill, Attorney

Dempsey B. Herring
Administrator

Ida L. Smith, Clerk to Board

Chairman Williams called the Public Hearing to order for comments on the 1997-98 Proposed Operating Budget.

The Chairman requested anyone wishing to speak concerning the 1997-98 Proposed Operating Budget to be recognized by stating their name and the agency or department they are representing.

There were no comments.

PUBLIC HEARING CLOSED

At 6:05 P.M., a motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to close the Public Hearing.

COLUMBUS COUNTY
BOARD OF COMMISSIONERS

MINUTES

The Honorable Board of Columbus County Commissioners met in their said office at 111 Washington Street, Whiteville, NC at 8:10 P.M., June 16, 1997, for the regularly scheduled Board Meeting, it being the third Monday. The Board Meeting began late due to the 1997-98 Secondary Roads Construction Program Public Hearing extending beyond the allotted time.

BOARD MEMBERS PRESENT:

C.W. Williams, Chairman

Lynwood Norris, Vice Chairman

Spruell Randolph Britt

David L. Dutton, Jr.

A. Dial Gray, III

Sammie Jacobs

C.E. Wilson

James E. Hill, Jr., Attorney

Dempsey B. Herring
Administrator

Ida L. Smith, Clerk to Board

The meeting was called to order by Chairman C.W. Williams and the invocation was given by Ed Worley, Aging Director.

BOARD MINUTES APPROVAL

A motion was made by Commissioner Jacobs, seconded by Commissioner Norris and passed unanimously to approve the Board Minutes for the June 2, 1997 Board Meeting.

CONSENT AGENDA ITEMS

A motion was made by Commissioner Dutton, seconded by Commissioner Norris and passed unanimously to approve the Consent Agenda Items as follows.

Tax Releases:

Ellis Timber Harvesting: Business equipment not in Acme-Delco Fire District.
Amount \$597.02, year 1996, account #15-12925.

Wanda F. Willey Etal: TC-1-126 rebilled to Hazel Avant on #06-00480. Amount
\$246.60, valuation \$27,000, year 1996, account #06-42083.

Budget Amendments:

Increase 12-348-0600	Long Term Screening	\$ 69,000
Increase 12-348-0700	Personal Care Services	92,000

Expend as follows:

12-607-0300	Temporary & Part-time Salaries	56,000
12-348-0700	Temporary & Part-time Salaries	105,000

Increase 10-600-0200	Salaries	2,000
Decrease 10-660-9999	Non-Departmental - Contingency	(2,000)

Appropriate 10-340-0000	Lease Proceeds	289,163
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Expend as follows:

10-530-7400	Capital Outlay - Fire Marshal	38,000
10-510-7400	Capital Outlay - Sheriff	19,463
10-510-7400	Capital Outlay - Sheriff	193,000
10-610-7400	Capital Outlay - Social Services	38,700

Increase 10-355-0300	Fire Inspection Fees	2,500
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Decrease 10-530-4500	Contract Services	2,500
Increase 10-530-1600	Repairs to Equipment	2,000
Decrease 10-660-9999	Non-Departmental - Contingency	(2,000)

Fire & Rescue Departments:

Increase St. James Revenue 38-310-0000	2,500
Remit to District 38-700-9200	2,500

Increase Old Dock/Cypress Creek Revenue 41-310-0000	3,500
Remit to District 41-700-9200	3,500

Increase Hallsboro Revenue 42-310-0000	5,000
Remit to District 42-710-9200	5,000

Increase Roseland Revenue 43-310-0000	5,000
Remit to District 43-700-9200	5,000

Increase Acme Delco Revenue 45-310-0000	35,000
Increase State Shared Revenue 45-700-9200	107
Remit to District 45-700-9200	35,000
Remit State Shared Tax 45-668-4500	107

Increase Klondyke Revenue 46-310-0000	10,000
Remit to District 46-700-9200	10,000

Increase Cole's Revenue 47-310-0000	9,500
Increase State Shared Revenue 47-366-0000	19
Remit to District 47-668-9200	9,500
Remit State Shared Tax 47-668-4500	19

Increase Cerro Gordo Revenue 48-310-0000	7,000
Remit to District 48-700-9200	7,000

Increase Williams Township Revenue 49-310-0000	2,500
Remit to District 49-700-9200	2,500
Increase White Marsh/Welches Creek Revenue 51-310-0000	5,000
Remit to District 51-700-9200	5,000
Increase Whiteville Rescue Revenue 52-310-0000	20,000
Remit to District 52-700-9200	20,000
Increase Brunswick Revenue 56-310-0000	12,000
Remit to District 56-700-9200	12,000
Increase Bolton Revenue 58-310-0000	2,500
Remit to District 58-700-9200	2,500
Accept Communicable Disease Grant 10-348-1402	500
Expend Travel 10-581-14	500
Accept Mosquito Control State Funds 10-348-1301	5,500
Expend as follows:	
10-588-02 Salaries	4,156
10-588-05 F.I.C.A.	376
10-588-06 Insurance	140
10-588-07 Retirement	245
10-588-33 Departmental Supplies	583
Appropriate 10-660-5400 Worker's Compensation Insurance	77,000
Expend 10-410-5400 Insurance - Governing Body	77,000
Appropriate 10-325-0200 Excise Tax	32,000
Appropriate 10-325-0300 Marriage Licenses	2,400
Expend 10-480-9100 Remit to State Marriage Licenses	2,400
Expend 10-480-9200 Remit to State Excise Tax	32,000
Appropriate 35-340-0000 Lease Proceeds	15,370
Expend 35-580-7400 Capital Outlay	15,370
Appropriate 10-399-0000 Fund Balance	3,343
Expend 10-450-0400 Professional Services	3,343

AGING - DEPT. OF AGING TO CONTINUE TO BE RECEIVER-SERVICE PROVIDER

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to appoint the Columbus County Department of Aging as the continued receiver-service provider for the existing Aging Programs.

AGING - ALL PROGRAMS TO REMAIN AS IS

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to allow all Columbus County Aging Programs to remain as presently provided.

ECONOMIC DEVELOPMENT - TRANSFER OWNERSHIP OF SEWER LINE TO CITY OF WHITEVILLE

A motion was made by Commissioner Gray, seconded by Commissioner Britt and

passed unanimously to officially authorize the dedication of the sewer line that serves Southeast Regional Park to the City of Whiteville as stipulated in the City-County Agreement for this project. The Board also authorized Commission Chairman C.W. Williams to execute the necessary documents for the transfer.

CHAMBER OF COMMERCE (TABOR CITY) - FIREWORKS APPROVAL

A motion was made by Commissioner Norris, seconded by Commissioner Jacobs and passed unanimously to grant permission to the Greater Tabor City Chamber of Commerce to display and discharge fireworks in accordance to NCGS 14-410 for the Tenth Annual 4th of July Fireworks Celebration at South Columbus High School.

SOLID WASTE PLAN (10 Year) - APPROVED TO SUBMIT TO STATE & MUNICIPALITIES

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to approve the following Ten (10) Year Solid Waste Plan as required by NCGS to be submitted to the State and the Municipalities within Columbus County as follows:

COLUMBUS COUNTY SOLID WASTE

TEN (10) YEAR PLAN

This plan is prepared in accordance with North Carolina General Statute 130-A 309.09A(b) for the purpose of meeting local solid waste needs and protecting public health and environment. The plan meets the ordered outline of the statute. Through implementation of this comprehensive waste management plan and updates at certain year increments, Columbus county will be able to provide a workable plan for the next ten (10) years. This plan provides numbers of tonnage that reflect all the Towns in Columbus County, as well as the County's non-incorporated areas. The Towns of Brunswick, Whiteville, Chadbourn, Lake Waccamaw, Tabor City, Bolton, Sandyfield, Cerro Gordo, Fair Bluff and Boardman numbers for tonnage are reflected in the County's total intake at the Columbus County Landfill. Collection of solid waste is dictated by each municipality with all waste being shipped to the County Landfill.

I. GENERATION OVER NEXT TEN (10) YEARS

Columbus County, at present, generates solid waste in the amount of approximately one hundred fifty (150) tons per day. Of the one hundred fifty (150) tons, it is deduced from monthly Landfill reports that eighty (80) tons per day are composed of household and commercial waste. The remaining seventy (70) tons are generated from LCID materials and construction debris material.

Recycled materials are part of the eighty (80) tons for household and commercial waste and if all were recycled, would probably represent eight to ten (8% - 10%) percent of the total intake. It is our estimate that the County, within the next five (5) years, will see a five (5%) percent increase in volume but a decrease of total volume in tonnage that have to be shipped out of the County by a strong recycling program. The final five (5) years of the County's Ten (10) Year Plan will reflect an additional five (5%) percent increase, but as in the first five (5) years, a decrease in total volume for landfilling by recycling and aggressive education and reduction programs.

II. PROJECTED GOALS

1. To provide planning for collection methods, as well as waste reduction and disposal.
2. To protect the general welfare of Columbus County's public health and environment.
3. To control improper disposal of solid waste.
4. To increase efficiency and cost effectiveness of the County's Solid Waste Program.
5. To police and decrease illegal disposal of solid waste disposal.

III. EVALUATION OF WASTE STREAM

In this plan, residential waste is waste that is generated by residential households, individual or multi-family in nature. Non-residential refers to waste generated from commercial, industrial and institutional facilities. LCID (Land Clearing Inert Debris) and C & D (Construction and Demolition) materials are disposed in a separate facility and area at the Landfill and in a different manner than residential and industrial/commercial waste.

For Columbus County, based on 1995-96 Annual Waste Report, sixty (60%) percent of the waste stream is residential, fifteen (15%) percent commercial, ten (10%) percent industrial and ten (15%) percent LCID/C&D waste for daily volumes.

TYPE OF WASTE	TONS	% OF WASTE STREAM
Residential	90	60%
Commercial	22.5	15%
Industrial	15	10%
LCID/C&D	22.5	15%

Residential waste composite as stated is sixty (60%) percent of the waste stream. The most prevalent materials in the residential waste stream are paper, plastics and organic materials of the averaged ninety (90) tons daily. The break down of residential waste is as follows:

TYPE	PERCENTAGE
Paper	30%
Cardboard	6%
Plastics	10%
Yard Waste	5%
Organic	20%
Textiles	4%
Glass	8%
Aluminum	1%
Ferrous Metals	5%
Non-Ferrous Metals	1%
Miscellaneous	10%

Columbus County's industries contribute to the waste stream at a rate of approximately twenty-five (25%) percent of the daily volume. The composition of this waste is paper, plastics, textile by-products, cardboard, food waste, glass, rubber, vinyl and assorted metals. International Paper, which is one of Columbus County's largest employers, operates its own waste facility. Other industries dispose at Columbus County Landfill. Examples are as follows, based on monthly averages:

BUSINESS	TONS (Average)	TYPE OF MATERIAL
Alsco	90	Vinyl, Paper, Plastic
Myrtle Desk	80	Laminate Materials, Paper
United Carolina Bank	80	Paper Products
Stone Manufacturing	3	Textiles
Anvil Knit	30	Textiles, Paper
Lowe's	15	Paper, Plastics
Penn Ventilator	35	Paper, Light Metals
Columbus County Hospital	6	Food Products, Paper

Land Clearing Inert Material Debris/Construction Demolition Material account for fifteen (15%) percent of the average daily volume at Columbus County Landfill. This material is disposed of in special designated areas that are certified and permitted by North Carolina Division of Solid Waste. All areas of the County and all municipalities bring LCID/CD materials to Columbus County Landfill.

***NOTE:** Columbus County will close its present Landfill on January 1, 1998. Columbus County will operate a LCID/CD Landfill on property at the present Landfill site.

IV. LOCAL WASTE REDUCTION GOALS

It is Columbus County's intent to have a waste reduction goal of five (5%) percent by the year 2001 and a further goal of ten (10%) percent by the year 2006. It is estimated per capita waste generation for Columbus County for 1997 will equate to one (1) ton per person which would closely correlate to the forty-eight thousand (48,000) tons of solid waste generated as noted in the 1995-96 Annual Solid Waste Report. Columbus County's population, based on the 1990 Census, was forty-nine thousand nine hundred (49,900). Demographic studies and projections estimate that increase in population at the end of 2001 will show an increase to fifty-one thousand (51,000) and fifty-three thousand (53,000) to fifty-five thousand (55,000) by 2006. In order to convert reduction goals to workable programs, the increase in population should not increase the per capita volume. With five (5%) percent reduction by 2001 and ten (10%) percent by 2006, the annual tonnage volume should remain around the forty-seven (47) to fifty (50) thousand tons annually. If successful in the components of recycling, reduction and education, Columbus County could achieve a goal of eighty-five (85) tons per capita which would be a significant reduction in the volume of generated solid waste in Columbus County and reduce the annual volume tonnage from approximately fifty thousand (50,000) tons to approximately forty-three thousand (43,000) tons.

V. SOURCE REDUCTION

Volume reduction from generated sources must be a primary goal of the County, each municipality and the industries in the County. Education of the citizens of the County plays an important role in source reduction. Every avenue possible must be utilized in order to get everyone in Columbus County to clearly understand that we can no longer be a throw-away generation. The use of radio, newspapers, public speaker programs, exhibits at festivals and the County Fair, in particular, will be used as a means to the end of educating the public. The use of civic clubs, public service agencies, County agencies, in particular Cooperative Extension, will serve as the facilitator of solid waste reduction consciousness. Columbus County will continue to use its Solid Waste Enforcement Officers as a means to educate, as well as police the Solid Waste System.

VI. COLLECTION

Presently and until January 1, 1998, Columbus County will continue to utilize the unmanaged

and unregulated green box collection for its rural areas. Municipalities govern their own method of collection, either by in-house collection or by contract collection. All collected waste from the green box system and municipal collection is disposed of at Columbus County Landfill. After January 1, 1998, Columbus County will collect residential solid waste by one (1) of two (2) methods. Two (2) plans of actions have been investigated. The **first method** is curbside collection. This system would allow each residence to have a ninety-six (96) gallon container with once a week collection. Recycling would be a key component and provide for waste reduction. The **second method** is building approximately eighteen (18) staffed convenience centers strategically located across the County. These centers will provide collection points for all components of the Solid Waste Program.

Regardless of the method, the solid waste will be delivered to a transfer station located on County property to be prepared for transportation out of Columbus County to a Sub-Title D Landfill.

VII. RECYCLING and REUSE

Currently, recycling is voluntary for residents in the unincorporated areas and most municipalities. Recycling drop-off centers are presently provided. With a new collection system, recycling programs will be used for source reduction and volume reduction.

VIII. COMPOSTING and MULCHING

Currently, Columbus County does not have a mulching or composting program. However, with generous acreage at the existing Landfill, it is hoped that a mulching program can be started. Financially, a mulching program could pay for itself. Too, the possibility of contracting a private firm to handle this type of operation is feasible.

IX. DISPOSAL

Columbus County Landfill is the disposal point for all Columbus County waste. This Landfill does not have a liner and as of January 1, 1998, will be unable to take any residential or commercial waste. Consequently, the County will have constructed a transfer station for the purpose of receiving the solid waste generated in Columbus County. At the transfer station, the waste will be prepared for shipping by truck to a Sub-Title D Landfill. All phases of Solid Waste operators will be contracted to professional waste firms. LCID/CD waste will also be handled by the same firms with this waste type being disposed of at Columbus County Landfill.

X. SPECIAL WASTE

A. White Goods

White goods are collected from green box sites and carried to the present Landfill. Also, white goods are collected at the Landfill. Private contractors and haulers recycle the scrap metal and are responsible for the removal of CFC's and motors from any white good units. Under the new system, Columbus County will continue this same type program.

B. Household Hazard Waste

Columbus County has no household hazardous waste collection or disposal program.

C. Tires

Tires are collected at the existing Landfill and are transported by private contractor for shredding and disposed of in a licensed facility. This program will continue with the County's new system.

XI. CONSTRUCTION and DEMOLITION

Construction and demolition waste is currently disposed of at Columbus County Landfill. Under the new system, an area will be permitted at the existing site.

XII. LCID

LCID waste is presently disposed of at Columbus County Landfill. In the new system, a new LCID area will be permitted.

XIII. ILLEGAL DISPOSAL

Currently, Columbus County utilizes its Solid Waste Officer to investigate illegal disposal, as well as issue citations. Columbus County's Sheriff's Department is also used. This program will continue under a new system.

XIV. FINANCIAL RESPONSIBILITY

Columbus County contracts its Solid Waste Program to private professional solid waste companies. Presently, American Refuse, Incorporated handles the collection end at a monthly rate of forty-one thousand and 00/100 (\$41,000.00) dollars and four hundred ninety-two thousand (\$492,000.00) dollars annually. The Columbus County Landfill is operated by Waste Management, Incorporated at a monthly cost of forty-four thousand and 00/100 (\$44,000.00) dollars and five hundred twenty-eight thousand and 00/100 (\$528,000.00) dollars annually. Other costs associated with the Solid Waste Program are semi-annual testing of nine (9) wells, methane gas monitoring, Recycling Center and Solid Waste/Litter Control Offices. Presently, the cost of all budgeted operations for 1996-97 Landfill operations and functions is one million two hundred thousand and 00/100 (\$1,200,000.00) dollars. A user fee system is used to pay for these operations. County

residents currently pay an annual fee of sixty and 00/100 (\$60.00) dollars per household. Municipal residents pay thirty-six and 00/100 (\$36.00) dollars annually, plus municipal collection cost. The tipping fee at the Landfill is twenty-two and 00/100 (\$22.00) dollars per ton.

With the closure of Columbus County Landfill on January 1, 1998, a new system of disposal will be put into operation. The County will build a transfer station at the present Landfill site and all MSW will be transported out of Columbus County to a lined Sub-Title D Landfill. Consequently, the cost of operations will increase greatly. It is projected in the 1997-98 Budget that cost of program operations will be increased by one million and 00/00 (\$1,000,000.00) dollars. In order to continue to pay for operations on a user fee basis, the fee structure will change to one hundred and 00/100 (\$100.00) dollars per County residence, sixty and 00/100 (\$60.00) dollars for a municipal residence and a thirty and 00/100 (\$30.00) dollars tipping fee. The total cost for the Solid Waste Program in Columbus County for 1997-98 will be well over two million four hundred and 00/100 (\$2,400,000.00) dollars.

The County collection system will change from the uncontrolled "green box" system to one of either staffed convenience centers or a door-to-door collection system. The cost effectiveness of collections will determine type. Municipalities will determine their type of collections, but regardless of type, all waste will be brought to the County's Transfer Station and LCID Landfill for disposal.

POLICY (TRAVEL MILEAGE RATE) - INCREASED TO \$.30/MILE

A motion was made by Commissioner Gray, seconded by Commissioner Norris and passed unanimously to amend the Travel Policy mileage rate from \$.25 to \$.30 per mile when an employee uses their personal vehicle for business purposes, effective July 1, 1997.

APPOINTMENT - RIEGELWOOD SANITARY DISTRICT

A motion was made by Commissioner Gray, seconded by Commissioner Britt and passed unanimously to appoint Jack Matthis to serve on the Riegelwood Sanitary District Board of Directors for the unexpired term of Tommy Britt, with term expiring December 31, 2000.

APPOINTMENTS - ECONOMIC DEVELOPMENT COMMISSION

A motion was made by Commissioner Gray, seconded by Commissioner Norris and passed unanimously to reappoint the following persons to serve on the Economic Development Commission Board of Directors, for three (3) year terms, expiring June 30, 2000:

ZONE	COMMISSIONER	APPOINTMENT
1	C.W. Williams	Jimmy Garrell
2	C.E. "Gene" Wilson	J.T. Smith

The Board also appointed Spruell Randolph Britt to serve on the Economic Development Board of Directors in the Commissioners' capacity the length of his term.

APPOINTMENTS - HOUSING ADVISORY COUNCIL

A motion was made by Commissioner Gray, seconded by Commissioner Norris and passed unanimously to reappoint the following persons to serve on the Housing Advisory Committee for two (2) year terms, with terms expiring June 30, 1999:

ZONE	COMMISSIONER	APPOINTMENT
4	A. Dial Gray, III	Charles Langston
5	Lynwood Norris	Ralph Jolly

APPOINTMENT - HOUSING ADVISORY COUNCIL TABLED

A motion was made by Commissioner Dutton, seconded by Commissioner Norris and passed unanimously to table Commissioner Dutton's appointment to the Housing Advisory Council until the next Board Meeting.

APPOINTMENT - JURY COMMISSION

A motion was made by Commissioner Gray, and seconded by Commissioner Wilson to appoint J. B. Evans to serve on the Jury Commission for a two year term, with term expiring June 30, 1999.

A substitute motion was made by Commissioner Jacobs, and seconded by Commissioner Dutton to reappoint Haynes Graham to serve on the Jury Commission for a two year term, with term expiring June 30, 1999.

The vote for the substitute motion is as follows:

AYES: Commissioners Jacobs, Williams and Dutton

NOES: Commissioners Wilson, Britt, Gray and Norris

The substitute motion failed on a 4 - 3 vote.

The vote for the original motion is as follows:

AYES: Commissioners Wilson, Jacobs, Britt, Williams, Gray, Norris and
Dutton

NOES: None

The original motion passed unanimously.

APPOINTMENTS - LIBRARY BOARD

A motion was made by Commissioner Gray, seconded by Commissioner Jacobs and passed unanimously to amend and rescind the Library Board of Directors appointments as follows:

- Rescind the action to appoint Paul Pope for a four (4) year term to replace Thomas Nicholson; appoint Paul Pope to fill the unexpired term of Thomas Nicholson, whose term expires June 30, 1999.
- Rescind the action to appoint Mary Frances Alsup for a four (4) year term in June 1996 with term expiring June 30, 2000. Mary Frances Alsup was appointed in June 1994 to serve a four (4) year term, with term expiring June 30, 1998.
- Reappoint Doris Dees to serve a four (4) year term, with term expiring June 30, 2001.

APPOINTMENT - TOWN OF BRUNSWICK

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to reappoint Caletta Faulk to serve on the Town of Brunswick's Planning and Zoning Board for a one (1) year term, with term expiring on May 17, 1998.

LOWER CAPE FEAR WATER & SEWER AUTHORITY - MEMORANDUM OF INTENT

TABLED

Dempsey Herring, County Administrator, reported that the Lower Cape Fear Water and Sewer Authority Board of Directors, in conjunction with Wright Chemical Company is requesting the development of a plan in principle for the County's involvement in the application of a Community Development Block Grant for the development of waste treatment for Wright Chemical Company.

Mr. Herring reported that the Lower Cape Fear Water and Sewer and Wright Chemical are requesting the Board to approve a "memorandum of intent" that states the County agrees in principle to seek an \$800,000 grant for construction of the sewer plant. The rest of the costs would be split between Wright Chemical and the Lower Cape Fear Water and Sewer Authority.

Brent Becker and Ila Mae Flynn, representing a group of Acme residents, told County Commissioners they do not want new industrial growth that might accompany a planned sewage plant at Wright Chemical Company. Ms. Flynn stated that they do not have enough information

about the plans.

A motion was made by Commissioner Gray, seconded by Commissioner Britt and passed unanimously to table the request to approve a "memorandum of intent" for Community Development Block Grant funds for Wright Chemical until the July 7, 1997 Board Meeting and provide the Acme residents with copies of all relevant documents pertaining to the plans for the sewer plant.

CAPITAL PROJECT ORDINANCE - AGRICULTURAL SERVICES BUILDING PROJECT

A motion was made by Commissioner Britt, seconded by Commissioner Norris and passed unanimously to adopt the following Capital Project Ordinance:

AGRICULTURAL SERVICES BUILDING

CAPITAL PROJECT ORDINANCE

June 16, 1997

BE IT ORDAINED by the Board of Commissioners of the County of Columbus, North Carolina, that pursuant to Section 159-13.2 of the General Statutes of North Carolina, the following Capital Project Ordinance is HEREBY ADOPTED:

SECTION 1. The Project authorized is the Columbus County Agricultural Services Building.

SECTION 2. The project director is hereby directed to proceed with the construction of the project within the terms of the loan agreement executed with United Carolina Bank.

SECTION 3. The following revenues are anticipated to be available to the County to complete the project:

63-385-0000 UCB Loan Proceeds - Agricultural Services Building	\$1,500,000.00
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SECTION 4. the following amounts are appropriated for the project:

64-610-0400	Professional Services	\$ 75,000.00
64-610-5700	Miscellaneous Expenses	75,000.00
64-610-7500	Construction - Agricultural Services Building	1,350,000.00
	TOTAL	\$1,500,000.00

SECTION 5. The Finance Officer is directed to report quarterly on the

financial status of this project. She shall also keep the Governing Body informed at each regular meeting of any unusual occurrences.

SECTION 6. Copies of the Capital Project Ordinance shall be made available to the Budget Officer and the Finance Officer for directions in carrying out the project.

ADOPTED this 16th day of June, 1997.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

ATTESTED BY: /s/ C.W. Williams, Chairman

/s/ Ida L. Smith, Clerk to Board

BUDGET (1997-98) - ADOPTION

A motion was made by Commissioner Britt, seconded by Commissioner Norris and passed unanimously to adopt the 1997-98 Columbus County Operating Budget as presented. The 1997-98 Budget Ordinance is as follows:

BUDGET ORDINANCE 1997-98

COLUMBUS COUNTY, NORTH CAROLINA

BE IT ORDAINED by the Board of Commissioners of Columbus County, North Carolina.

SECTION 1: BUDGET ADOPTION 1997-98: There is hereby adopted the following operation Budget for the County of Columbus for the fiscal year beginning July 1, 1997, and ending June 30, 1998; the same being adopted by fund and activity within each fund as listed:

GENERAL FUND

Revenues:

Current Year Ad Valorem Taxes	\$ 15,039,887
Prior Year Ad Valorem Taxes	1,000,000
Collections - Written Off (Prior Year)	1,000
Discounts	135,000-
Refunds	7,500-
Releases	210,000-
Penalty and Interest	175,000
Privilege License	4,000
Excise Tax - RD	96,674
Marriage License	13,000
Interest on Investments	450,000
Rent	52,700
Miscellaneous - General	275,000
General - Local Fees	10,000
Miscellaneous Revenues - Library	41,000
Miscellaneous - Elections	22,000
Miscellaneous - Concessions	25,000
Miscellaneous - Cooperative Extension	4,000
Intangibles Tax	390,000

Local 1 Cent Sales Tax	2,375,000
½ Cent Sales Tax	1,087,000
Second ½ Cent Sales Tax	616,000
½ Cent Sales Tax	340,000
Second ½ Cent Sales Tax	677,000
½ Cent Sales Tax	125,000
Second ½ Cent Sales Tax	248,000
5 Cent ABC Tax	17,000
State Aid - Emergency	12,778
State Aid - Veterans	2,000
State Aid - Soil Conservation	17,432
State Aid - Soil Conservation Water Quality	13,604
Criminal Justice Partnership	85,703
Coop. Extension - Black Churches	7,500
COPS First	112,504
Narcotics Investigation	23,807
100% Child Day Care	1,147,083
Food & Lodging - State	750
General State Grant	46,417
General - Medicaid	1,000
Childhood Lead Poisoning - State	1,500
Family Planning - Medicaid	70,000
Grants to Family Planning	36,511
Immunization Action	18,559
Community Traffic Safety Grant	6,562
Maternal Health Grant	55,063
Child Health	175,439
Immunization Outreach	4,308
Child Services Coordinator	46,415
Child Services Coordinator - Medicaid	128,000
Child Health Medicaid	23,000
Home Health - State	36,300
Home Health - Medicaid	732,955
Home Health - Local Reimbursements	4,505,587
Grants to Hypertension	16,110
Adult Health	45,972
Grant - Health Promotion	22,116
Complete Breast Screening	53,726
Adult Health - Med X	20,000
Childrens Special Health - Medicaid	3,700
Childrens Special Health - State	10,704
Maternal Health - Medicaid	497,000
W.I.C. - State	271,990
Communicable Disease - Aids & Tuberculosis	48,097
Communicable Disease - Medicaid	2,000
Environmental Health	6,000
Aid to Social Services	3,719,815
State Aid to DSS Administration	75,348
Day Care Coordinator	50,000
IV-D Incentive & Cost Recovery	122,373
Food Stamp Fraud Recovery	1,739
Emergency Food Administration	6,000
Families First Grant	120,300
State Aid to Library	122,152
Concealed Weapon Fees	1,700
Arrest Fees	58,000
Facilities Fees	65,000
Environmental Health	47,000
Child Safety Seats	1,300
Family Planning Fee	10,000
Adult Health Fees	16,106

Child Health Fees	2,000
Communicable Disease - Local	36,973
Glaxo Funds - Children Partners	15,833
Building Permits	100,000
Fire Inspection Fees	23,000
Register of Deeds Fees	222,000
Sheriff's Department Commission	1,000
Jail Fees - Clerk of Court and RA	55,000
Refuse Collection	4,224
Animal Control Fines/Fees	10,000
Occupancy Tax	62,521
Inventory Tax	1,190,000
Senior Citizen Tax Exemption	78,000
Sales Tax (Food Stamp Loss)	73,000
Gasoline Tax Refund	16,000
5% Commission on Tax Collection	1,800
1 ½ Collection Fee Towns	3,500
Transfer from Aging	190,000
TOTAL GENERAL FUND REVENUE	\$ 37,541,637

Expenditures:

Governing Body	\$ 182,398
County Administration/Clerk	176,060
Planning	40,795
Elections	220,780
Finance	225,356
Tax Administration	636,912
Professional Services	102,934
Register of Deeds	378,033
Economic Development	159,018
Travel and Tourism	62,521
Courthouse and Grounds	216,803
Judges' Chambers	4,130
Social Services Building	390,219
Administrative Building	31,735
Senior Citizens Center	17,315
Miller Building	265,568
Public Buildings (All Other)	271,512
Farm Services Building	183,996
Sheriff's Department	1,957,221
Cops Universal Grant	150,348
Families First	120,300
Drug Task Force Grant	36,627
District Court	33,933
Criminal Justice Partnership	85,703
Law Enforcement Center	1,250,171
Fire Marshal	104,274
Emergency Services	540,981
Inspections	117,301
Environmental Health	283,549
Childhood Lead Poisoning	1,500
Immunization Outreach	4,308
Community Traffic Safety Program	6,562
Immunization Action Plan	18,559
Comp. Breast Screening	53,726
Communicable Disease, Aids and Tuberculosis	87,070
Smart Start Glaxo	15,833
Health Promotion	22,116

Child Services Coordinator	174,415
Child Health Care	200,439
Cooperative Health	493,886
Family Planning	116,511
Maternal Health	552,063
Home Health	5,274,842
Hypertension	33,381
Adult Health	82,078
Childrens Special Health Services	14,404
W. I. C.	271,990
Animal Control	110,397
Coroner and Acting Medical	27,265
Cooperative Extension	300,960
Soil Conservation Service	83,945
Veterans' Service Officer	69,380
Social Services Administration	3,708,147
Social Service Programs	1,428,871
Recreation Department	394,304
Library	946,374
Airport	36,850
Non-Departmental	253,635
Education	7,734,681
Special Appropriations	966,093
Miscellaneous	31,000
Interfund Transfers	5,779,559

TOTAL GENERAL FUND EXPENDITURES \$ 37,541,637

AGING FUND

Revenues:

Miscellaneous	\$ 125,696
Donations	16,795
Federal Grant	317,667
Long-Term Screening	989,420
Personal Care	1,185,410
Title III-B	67,728
Title XX-Chore	4,100
County Appropriations	228,329
Fund Balance Appropriated	<u>190,000</u>

TOTAL \$ 3,125,145

Expenditures:

Care Management	\$ 55,175
Personal Care Services	1,060,225
Bug Hill Senior Center	34,955
Chore Title IIIB; Title X	533,675
Community Alternative	861,345
Information/Case Assistance	55,175
Tabor City Senior Center	47,955
Whiteville Senior Center	65,455
Nutrition	179,010
Minor Home Repairs	2,915
Transportation	62,415
Home Delivered Meals	98,755
Fair Bluff Senior Center	35,750
East Columbus Senior Center	<u>32,340</u>

TOTAL \$3, 125,145

DEBT SERVICE FUND**Revenues:**

Contribution - School Building Capital Funds	\$	407,134
Contribution - County Hospital		983,062
Contribution - Schools Sales Tax		540,000
Contribution - General		1,048,771
Contribution - Water District		<u>65,889</u>
TOTAL	\$	3,044,856

Expenditures:

Debt Service	TOTAL	\$	3,044,856
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INTERNAL SERVICE FUND

Revenue	\$	106,625
Expenditures	\$	106,625

COLUMBUS COUNTY WATER & SEWER DISTRICT I**Revenue:**

Miscellaneous Revenue	\$	165,564
Water Sales		<u>12,537</u>
TOTAL	\$	178,101

Expenditures:

Columbus County Water District	TOTAL	\$	178,101
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SOLID WASTE ENTERPRISE FUND**Revenue:**

Interest	\$	10,000
State Aid - Tire Disposal		46,000
State Aid - White Goods		41,000
Solid Waste Collection Fees		<u>2,326,080</u>
TOTAL	\$	2,423,080

Expenditures:

Solid Waste Enterprise	TOTAL	\$	2,423,080
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PUBLIC ASSISTANCE FUND**Revenue:**

State Aid-Foster Home Care	\$	176,995
Equalizing Fund		229,611
Crisis Intervention		82,019
State Foster Care		20,000
Emergency Assistance Program		77,232
Incentive & 4-D		135,552
Transfer from General Fund		<u>3,942,459</u>

TOTAL \$ 4,663,868

Expenditures:

Work First Family Assistance	\$	596,858
WFFA - Emergency Assistance		80,000
Medicaid Drafts		3,026,279
Special Assistance to Adults		600,467
Foster Home Care		216,000
Crisis Intervention		82,019
Adoption Assistance Payments		6,000
State Foster Care		40,000
Special Assistance for the Blind		<u>16,245</u>

TOTAL \$ 4,663,868

H.U.D. FUND

Revenue: \$ 1,578,238

Expenditure: \$ 1,578,238

REVALUATION FUND

Revenue: \$ 20,000

Expenditure: \$ 20,000

EMERGENCY TELEPHONE SYSTEM

Revenue:

E911 Surcharge	\$	428,760
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Expenditure: \$ 428,760

SPECIAL ALCOHOL/DRUG FUND

Revenues:

Interest	\$	300
Miscellaneous		500
Controlled Substance		15,000
U.S. Marshal - DEA		<u>9,200</u>

TOTAL \$ 25,000

Expenditures:

Departmental Supplies	\$	5,000
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Miscellaneous	2,000
Capital Outlay	<u>18,000</u>
TOTAL	\$ 25,000

FIRE AND RESCUE TAX

Revenue:

Evergreen District Tax	\$ 15,000
Refunds	75-
Releases	<u>200-</u>
TOTAL	\$ 14,725

Expenditure:

Remittance to District	\$ 14,725
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Revenue:

St. James Volunteer District Tax	\$ 8,500
Refunds	75-
Releases	25-
Inventory Tax	<u>60</u>
TOTAL	\$ 8,460

Expenditure:

Remittance to District	\$ 8,460
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Revenue:

North Whiteville District Fee	\$ 40,000
Refunds	100-
Releases	<u>350-</u>
TOTAL	\$ 39,550

Expenditure:

Remittance to District	\$ 39,550
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Revenues:

Old Dock-Cypress Creek District Tax	\$ 22,000
Refunds	30-
Releases	175-
Inventory Tax	<u>200</u>
TOTAL	\$ 21,995

Expenditure:

Remittance to District	\$ 21,995
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Revenue:

Hallsboro Fire District Tax	\$ 30,000
Refunds	25-
Releases	150-
Inventory Tax	<u>250</u>
TOTAL	\$ 30,075

Expenditure:

Remittance to District	\$ 30,075
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Revenue:

Roseland Fire District Tax	\$ 28,000
Refunds	50-
Releases	250-
Inventory Tax	<u>250</u>
TOTAL	\$ 27,950

Expenditure:

Remittance to District	\$ 27,950
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Revenues:

Yam City Fire District Tax	\$ 50,000
Refunds	50-
Releases	700-
Inventory Tax	<u>300</u>
TOTAL	\$ 49,550

Expenditure:

Remittance to District	\$ 49,550
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Revenue:

Acme-Delco Fire District Tax	\$ 125,000
Refunds	150-
Releases	750-
Inventory Tax	<u>4,800</u>
TOTAL	\$ 128,900

Expenditure:

Remittance to District	\$ 128,900
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Revenue:

Klondyke Fire District	\$ 60,000
Refunds	25-
Releases	750-
Inventory Tax	<u>4,800</u>
TOTAL	\$ 64,025

Expenditure:

Remittance to District	\$	64,025
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Revenues:

Cole's Service District Fund	\$	35,000
Refunds		50-
Releases		400-
Inventory Tax		<u>9,100</u>

TOTAL	\$	43,650
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Expenditure:

Remittance to District	\$	43,650
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Revenues:

Cerro Gordo District Fund	\$	38,000
Refunds		25-
Releases		300-
Inventory Tax		<u>350</u>

TOTAL	\$	38,025
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Expenditure:

Remittance to District	\$	38,025
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Revenues:

Williams Township District Fund	\$	38,000
Refunds		25-
Releases		350-
Inventory Tax		<u>250</u>

TOTAL	\$	37,875
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Expenditure:

Remittance to District	\$	37,875
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Revenues:

White Marsh-Welches Creek	\$	26,000
Refunds		25-
Releases		350-
Inventory Tax		<u>200</u>

TOTAL	\$	25,825
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Expenditures:

Remittance to District	\$	25,825
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Revenues:

Whiteville Rescue Service District	\$	95,000
Refunds		50-
Releases		650-
Inventory Tax		<u>725</u>
TOTAL	\$	95,025

Expenditure:

Remittance to District	\$	95,025
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Revenues:

Brunswick Fire District	\$	58,000
Refunds		350-
Releases		625-
Inventory Tax		<u>500</u>
TOTAL	\$	57,525

Expenditure:

Remittance to District	\$	57,525
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Revenues:

Bolton Fire District	\$	19,000
Refunds		30-
Releases		275-
Inventory Tax		<u>150</u>
TOTAL	\$	18,845

Expenditure:

Remittance to District	\$	18,845
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Revenues:

Buckhead Fire District	\$	7,500
Refunds		20-
Releases		100-
Inventory Tax		<u>100</u>
TOTAL	\$	7,480

Expenditure:

Remittance to District	\$	7,480
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CAPITAL PROJECTS FUND

All Capital Projects Continued

TOTAL REVENUES (ALL FUNDS)	\$	53,844,790
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TOTAL EXPENDITURES (ALL FUNDS)	\$	53,844,790
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SECTION II. TAX RATE LEVY: There is hereby levied for the fiscal year 1997-98 an ad

valorem property tax on all property having a situs in Columbus County as listed for taxes as of January 1, 1997, at a rate of Sixty-nine and one-half (\$.695) Cents per one hundred (\$100.00) dollars of assessed value of such property pursuant to and in accordance with the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws. The estimated revenues from the ad valorem property tax are based on an established collection during the 1997-98 fiscal year of Ninety-six and one-half (96½%) percent of the levy and the estimated taxable base of \$2,242,500,000.00.

Special district tax rate for purpose providing Fire and Rescue Protection are also levied as follows:

Evergreen Fire	Fee
Acme-Delco Fire	\$.12
Bolton Fire	.06
Brunswick Fire	.07
Buckhead	.06
Cerro Gordo Fire	.10
Cole Fire	.10
Hallsboro Fire	.06
Klondyke Fire	.07
North Whiteville	Fee
Old Dock-Cypress Creek Fire	.08
Roseland Fire	.06
St. James Fire	.06
Tabor City Fire	.10
White Marsh/Welches Creek Fire	.08
Whiteville Rescue	.02
Williams Township Fire	.06

SECTION III. Building Inspection fees are amended as reflected by Board action.

SECTION IV. SCHEDULE B. LICENSES: The business license fees are hereby continued for Fiscal Year 1997-98.

SECTION V. SOLID WASTE FEES: The Solid Waste Fees are hereby amended as follows for Fiscal Year 1997-98:

Tipping Fee	\$ 30.00/Ton
Collection and Landfill Fee for County Residents	\$100.00/Annually
Landfill Fee for Municipal Residents	\$ 60.00/Annually

SECTION VI. SALARIES: The following provision shall govern salary and wage compensation for Fiscal Year 1997-98.

PAY PLAN

There is hereby continued a pay plan applicable to all County employees. The pay plan shall have a range of twenty (20) steps with each step increasing by two and one-half (2½%) percent.

County employees will receive a five percent (5% - 2 steps) salary increase, with the exception of where job descriptions have been revised and additional increases reflect those positions.

SECTION VII. BUDGET CONTROLS: The Board of Commissioners, in approving the proposed Budget, has utilized to the fullest extent possible its revenue sources and the County Administrator is herein directed to initiate steps to ensure that the Budget fixed herein is lived within.

SECTION VIII. APPROPRIATIONS: The amount of the General Fund proposed for the Fiscal Year 1997-98 is hereby appropriated to the County Administrator for the operations of the Columbus County Government and its departments and agencies for the Fiscal Year beginning July 1, 1997 and ending June 30, 1998. In administering the program authorized under this Ordinance, the County Administrator is hereby authorized to transfer appropriations within a fund between objects of

expenditures within a department without limitations and without a report being requested, and between departments within a fund not to exceed Two Thousand (\$2,000.00) Dollars. Appropriations for land and new buildings included in this Ordinance may be expended only after release by the Board of Commissioners. The Chairman of the Board and the Administrator are hereby authorized to execute the necessary agreements within funds included in the Budget Ordinance for the following purposes:

- (1) Grant agreement to Public and Non-Public Agencies;
- (2) Leases of normal and routine business equipment;
- (3) Consultant, Professional, or Maintenance Service agreements;
- (4) Purchase of apparatus, supplies and materials where formal bids are not required by law;
- (5) Agreements for acceptance of State and Federal Grant Funds; and
- (6) Construction or repair work where formal bids are not required by laws.

SECTION IX. RESTRICTED REVENUES: The Finance Officer is hereby directed to fund appropriations which have been specified revenue prior to the funding with General Fund monies. This is to include, but not limited to Fines and Forfeiture, ABC profits and Forestry Revenues.

SECTION X. PUBLIC PURPOSE LIMITATION: In accordance with Article V of the North Carolina Constitution which states in part, that "Power and Taxation shall be exercised...for public purposes" and/or division of the State Supreme Court, the County Administrator shall require the following before releasing public funds to other governmental agencies or private groups:

- (1) The activity in question is for a public purpose;
- (2) The activity in question is one which the County is authorized to undertake or for which the County has specific statutory authorization for giving financial aid to the agencies in question; and
- (3) Through appropriate means the County retains some degree of control over the expenditures of its funds.

SECTION XI. This Ordinance shall become effective July 1, 1997.

.....Adopted this the 16th day of June, 1997.

Motion by Commissioner Britt, seconded by Commissioner Norris and passed unanimously.

/s/ C.W. Williams, Chairman
Columbus County Board of
Commissioners

ATTEST:

/s/ Ida L. Smith, Clerk to Board

CAPITAL PROJECT ORDINANCE - NATURAL GAS LINE AMENDMENT

A motion was made by Commissioner Britt, seconded by Commissioner Norris and passed unanimously to adopt the following Natural Gas Line Capital Project Ordinance Amendment.

COLUMBUS COUNTY NATURAL GAS LINE

CAPITAL PROJECT ORDINANCE AMENDMENT

ORIGINAL ADOPTION: October 16, 1995

BE IT ORDAINED by the Board of Commissioners of the County of Columbus, North Carolina, that pursuant to Section 159-13.2 of the General Statutes of North Carolina, the

following Capital Project Ordinance Amendment is HEREBY ADOPTED:

SECTION 1. The project authorized is the Columbus County Industrial Park Natural Gas Line.

SECTION 2. The project director is hereby directed to proceed with the construction of the project within the terms of the appropriation made by the North Carolina General Assembly which is designated for Economic Development in accordance with the limitations set forth in Section 143.1 of the General Statutes of North Carolina, and within the funds appropriated herein.

SECTION 3. The following revenues are anticipated to be available to the County to complete the project:

Increase 62-329-0000	Interest	\$ 11,011
Decrease 62-335-0000	Miscellaneous Revenue	(107,339)
Increase 62-348-9600	RECD Grant	50,000
Increase 62-397-0000	Contribution-General Fund	<u>61,620</u>
	TOTAL	\$ 15,292

SECTION 4. the following amounts are appropriated for the project:

Decrease 62-410-0400	Professional Services	(\$ 19,952)
Decrease 62-410-5700	Miscellaneous Expense	(19,702)
Increase 62-410-7300	Gas Line Construction	180,785
Decrease 62-410-9999	Contingency	(<u>125,839</u>)
	TOTAL	\$ 15,292

SECTION 5. The Finance Officer is directed to report quarterly on the financial status of this project. She shall also keep the Governing Body informed at each regular meeting of any unusual occurrences.

SECTION 6. Copies of the Capital Project Ordinance shall be made available to the Budget Officer and the Finance Officer for directions in carrying out the project.

ADOPTED this 16th day of June, 1997.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

ATTESTED BY:

/s/ C.W. Williams, Chairman

/s/ Ida L. Smith, Clerk to Board

BUDGET AMENDMENTS

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to approve the following budget amendments:

Decrease 10-900-4000 Public Assistance	(\$61,620)
Increase 10-900-6000 Natural Gas Line	\$61,620

Accept 10-348-0400 Economic Development - RECD Grant	\$200,000
Transfer 10-900-6000 Transfer to Capital Projects	\$200,000

CITIZENS CONCERNS

Raybon Duncan, representing the Lee's Lake Community Christian Citizens, addressed the Board regarding a list of items that are offensive, detestable, and unacceptable in Columbus County and are below the standards set forth by God's Word.

Chairman Williams informed Mr. Duncan to present Dempsey Herring, County Administrator, with a copy of his concerns and Mr. Herring will provide the County Board of Commissioners with a copy for their review.

WATTS FARM - COUNTY INSPECTION PROCEDURES

Elwood Watts, Watts Farm Store Owner, addressed the Board regarding the County's Inspections Procedures.

The Board concurred to direct Dempsey Herring, County Administrator, to check on the County's Inspections Procedures and advise the Board of the findings.

CLOSED SESSION

At 9:27 P.M., a motion was made by Commissioner Jacobs, seconded by Commissioner Britt and passed unanimously to enter into closed session in accordance with NCGS 143-318.11(4) and (5).

RESUME REGULAR SESSION

At 10:22 P.M., a motion was made by Commissioner Dutton, seconded by Commissioner Norris and passed unanimously to adjourn closed session and resume regular session.

No action was taken.

AGREEMENT (TRANSFER STATION & DISPOSAL SERVICE) - APPROVAL CONTINGENT ON ATTORNEY'S FINALIZATION

A motion was made by Commissioner Britt, seconded by Commissioner Gray and passed unanimously to approve the Transfer Station and Disposal Service Agreement contingent upon James E. Hill, Jr's., County Attorney, finalization of the Agreement on or before July 7, 1997.

The amendments were made to the Contract Agreement as directed by the Board by James E. Hill, Jr., County Attorney, and was provided to each Board Member for their review. The Contract Agreement was approved as follows:

**TRANSFER STATION AND
DISPOSAL SERVICE AGREEMENT**

This Agreement is made as of this 25th day of June, 1997 by and between Columbus County, North Carolina ("the County") and American Refuse Systems, Inc., a North Carolina corporation ("the Contractor").

WHEREAS, Contractor is in the business of solid waste transportation and disposal; and

WHEREAS, the County desires to ensure the availability of a transfer station and sanitary landfill for the economically and environmentally sound disposal of solid waste generated within the County; and

WHEREAS, the County desires to retain the services of a qualified contractor to operate an inert landfill to be permitted and developed by the County; and

WHEREAS, the County agrees that it will use its best efforts to cause all nonhazardous and non-special solid waste generated within the County to be transported, delivered and deposited at Contractor's Transfer Station for handling and ultimate disposal by Contractor to the Sanitary Landfill or to the County Inert Landfill operated by Contractor, as appropriate; and

WHEREAS, the governing authority for the County has power to negotiate and enter into service contracts for the disposal of such solid waste; and

WHEREAS, in reliance on this Agreement, the Contractor will engineer, design, permit, construct and operate a Transfer Station and operate an inert landfill to be engineered, designed, permitted and constructed by the County to service the foregoing objectives of the County.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

DEFINITIONS

Sanitary Landfill. As used herein, the term "Sanitary Landfill" means the Lee County Regional Recycling and Disposal Facility in Lee County, South Carolina or any other landfill mutually agreed upon by Contractor and the County.

Transfer Station. As used herein, the term “Transfer Station” shall mean the facility to be engineered, designed, permitted and constructed by Contractor on County property near the existing County landfill and adjacent to the County Inert Landfill.

County Solid Waste. As used herein, the term “County Solid Waste” shall mean all of the non-hazardous (as defined by CERCLA and other applicable laws) and non-special (as defined in the Special Waste Rider hereto) solid waste material currently generated within the County including unwanted or discarded waste material in a solid or semi-solid state, but excluding any County Inert Waste, County Rubbish/Trash and County Bulky Waste, provided that such material must be of the type and consistency to be lawfully accepted at the Transfer Station and the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

County Inert Waste. As used herein, the term “County Inert Waste” shall mean all of the construction, demolition and other inert waste generated within the County, provided that such material must be of the type and consistency to be lawfully accepted at the County Inert Landfill under applicable federal, state and local laws, regulations and permits governing the facility.

County Rubbish/Trash. As used herein, the term “County Rubbish/Trash” shall mean all of the following items generated within the County: waste wood, wood products, Christmas trees, tree trimmings, grass, cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, glass, mineral or metallic substances, and any or all other waste materials otherwise included in the definition of County Solid Waste, County Inert Material or County Bulky Waste, provided that such material must be of the type and consistency to be lawfully accepted at the County Inert Landfill under applicable federal, state and local laws, regulations and permits governing the facility.

County Bulky Waste. As used herein the term “County Bulky Waste” shall mean all of the following items generated within the County: large items of solid waste such as furniture, appliances, large auto parts, trees, branches, stumps, and other oversize wastes whose large size precludes or complicates their handling by normal solid waste collection, processing or disposing methods, provided that such material must be of the type and consistency to be lawfully accepted at the County Inert Landfill under applicable federal, state and local laws, regulations and permits governing the facility.

County Inert Landfill. As used herein, the term "County Inert Landfill" shall mean an inert landfill to be engineered, designed, permitted and constructed by the County on County owned property near the existing County Landfill.

COUNTY OBLIGATIONS

The County agrees, to the extent possible, to cooperate with the Contractor's efforts to secure the permits necessary to develop the Transfer Station.

Subject to the terms of this Agreement and Contractor obtaining all final and non-appealable zoning, permits and other required private and governmental approvals and consents necessary for Contractor to construct, maintain and operate the Transfer Station, the County agrees to use its best efforts to require disposal of all County Solid Waste at the Transfer Station and all County Inert Waste, County Rubbish/Trash and County Bulky Waste at the County Inert Landfill.

In the event the County has, during the term hereof, or desire to enter into and maintain contracts with a private waste collection service for the collection of County Solid Waste or any portion thereof, the County shall require such collection service(s) to deliver all County Solid Waste to the Transfer Station and all County Inert Waste, County Rubbish/Trash and County Bulky Waste to the County Inert Landfill.

The County also agrees to use its best efforts to require disposal of all County Inert Waste, County Rubbish/Trash and County Bulky Waste at the County Inert Landfill once the County has secured all necessary permits and approvals to construct and operate the County Inert Landfill.

The County shall make available to Contractor a scale to be used at the Transfer Station and County Inert Landfill for use in weighing County Solid Waste, County Inert Waste, County Rubbish/Trash and County Bulky Waste delivered to the Transfer Station and the County Inert Landfill pursuant to the terms of this Agreement. Once Contractor has inspected and accepted the condition of the scales, the Contractor shall maintain and repair the scales during the term of this Agreement. In the event Contractor determines the scales need repairs prior to such acceptance, the County shall perform any necessary repairs at the County's expense. County may, at its cost and expense and on a monthly basis and during normal business hours, inspect the scale and test the accuracy of same. In the event the scale is not available for use by the Transfer Station or if available but inoperable, then vehicles hauling County Solid Waste, County Inert Waste, County Rubbish/

Trash and County Bulky Waste will be charged on a cubic yard basis calculated to be commensurate with the then existing Service Fee Rate based upon the maximum rated cubic yardage capacity for such size vehicles.

During the term of this Agreement, the Contractor shall be the exclusive provider of waste transportation and/or disposal services to the County.

SCOPE OF SERVICE CONTRACTOR OBLIGATIONS

Until the Contractor secures such permits as are necessary to construct, maintain and operate the Transfer Station, its only obligation, under this Agreement with respect to the Transfer Station, is to diligently pursue obtaining such permits, it being recognized by the parties that the issuance of such permits is not entirely within the control of the Contractor. Upon execution of this Agreement, the Contractor will proceed as expeditiously as possible to apply for such permits to construct, maintain and operate the Transfer Station. The Contractor shall be responsible for securing necessary permits and approvals from relevant federal, state and local governmental agencies having jurisdiction over such operations. If, however, any governmental agency imposed non-negotiable conditions upon issuance of such permits which make operation of the Transfer Station economically unfeasible, in the sole business discretion of the Contractor, Contractor may terminate its efforts to secure such permits and declare this Agreement terminated by written notice to County. Once the permits are received and any litigation relating to the such permits has been dismissed with prejudice by a final, non-appealable order of a court of competent jurisdiction and/or all periods for appeal from the issuance of such permits have expired, the Contractor shall promptly construct and prepare the Transfer Station for the receipt of County Solid Waste. Thereafter, during the term hereof, Contractor shall receive and accept County Solid Waste at the Transfer Station, transport and dispose of such waste at the Sanitary Landfill, all in compliance with applicable law and regulation. The Transfer Station building constructed by Contractor shall be of a type that can be disassembled.

Once the County secures all permits and approvals necessary to develop the County Inert Landfill and constructed the County Inert Landfill, the Contractor shall prepare the County Inert Landfill for the receipt of County Inert Waste, County Rubbish/Trash and County Bulky Waste. Thereafter, during the term of this Agreement, the Contractor shall receive and accept County Inert Waste, County Rubbish/Trash and County Bulky Waste at the County Inert Landfill

in compliance with applicable laws and regulations.

The **Contractor** shall provide all necessary equipment and labor to operate the **Transfer Station and County Inert Landfill**. **Contractor's** personnel may be used interchangeably to operate both the **Transfer Station and the County Inert Landfill**.

The **Contractor's** responsibilities, with respect to the **County Inert Landfill**, are operational only. The **Contractor** is not responsible for any construction, environmental monitoring, or closure responsibilities with respect to this site. Furthermore, if it becomes necessary to obtain off-site dirt for the operation of the **County Landfill**, the **County** shall have the option of directing **Contractor** to obtain such dirt and reimburse the **Contractor** for its costs in obtaining the dirt within one (1) month of incurring such costs or the **County** shall provide the additional dirt at the **County's** expense.

The **Contractor** shall maintain the **Transfer Station and County Inert Landfill** open for performance of this Agreement between the hours of 7:30 A.M. and 4:00 P.M., Monday through Friday, and Saturdays between the hours of 7:30 A.M. and 12:00 Noon. In addition to its standard hours of operation, the **Contractor** may operate the **Transfer Station and County Inert Landfill** outside these standard hours of operation to accommodate its business needs. In the event of emergency conditions declared by the **County Administrator**, the **Contractor** will keep the **Transfer Station and County Inert Landfill** open for receipt of unusual amounts of **County Solid Waste, County Inert Waste, County Rubbish/Trash and County Bulky Waste** generated or created by such emergency conditions.

The following holidays may be observed by the **Contractor** on which dates the **Transfer Station** may, in the discretion of the **Contractor**, be closed: **New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day** and any other holidays observed by the **County**.

COMPENSATION TO CONTRACTOR

The **Service Fee** due to **Contractor** from **County** for **Contractor's** receipt and handling of **County Solid Waste** at the **Transfer Station** shall be thirty-eight and 95/100 (\$38.95) dollars per ton. The **Service Fee** due to **Contractor** from the **County** for **Contractor's** receipt and handling of **County Inert Waste, County Rubbish/Trash and County Bulky Waste** at the **County Inert Landfill** shall be twenty thousand and 00/100 (\$20,000.00) dollars per month for up to fifty (50)

tons per day. The rate for volumes of **County Inert Waste, County Rubbish/Trash and County Bulky Waste** over fifty (50) tons per day shall be seventeen and 00/100 (\$17.00) dollars per ton. The operation of the Transfer Station and **County Inert Landfill** shall be on a five and one-half (5 ½) day per week schedule as outlined hereinabove. These Service Fees shall be increased annually on each January 1 to reflect the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items - U.S. City Average (1982-84 = 100) as published by the Bureau of Labor Statistics, U.S. Department of Labor during the preceding twelve (12) month period. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available to carry out the intent of this provision.

The rates set forth above are predicated upon **Contractor's** ability to dispose of waste accepted at the Transfer Station at the Sanitary Landfill pursuant to the agreement between Mid-American Waste Systems of South Carolina, Inc. And American Refuse Systems, Inc. Dated August 1, 1994. In the event the rates set forth in such agreement are no longer available to Contractor for disposal at the Sanitary Landfill or another landfill is used for the disposal of waste accepted at the Transfer Station, **Contractor** and the **County** shall negotiate an appropriate adjustment to the Service Fee Described above.

Additionally, in the event the **County** or **Contractor** are able to secure disposal at a more advantageous rate, the parties agree to negotiate an adjustment to **Contractor's** compensation to reflect the change in disposal location.

In the event that other circumstances beyond the control of the **Contractor** cause an increase in the cost of performing the services under this Contract, the **Contractor** may present a documented request for rate adjustment to the **County**. The **County Board** shall give careful consideration to any such request for rate adjustment and approval of said request shall not be unreasonably withheld. The **County** may, as a condition for its approval, require an inspection by itself or by an independent auditor of pertinent records to demonstrate the basis for such an increase to the rates.

Contractor shall invoice **County** monthly for the Service Fee, any payment thereon shall be due ten (10) days after receipt of invoice.

Contractor shall be entitled to an automatic Service Fee increase in the Service Fee

equal to the amount of any fee, surcharge, duty, tax, or other charges of any nature imposed by the federal government, any agency thereof, the state where the Transfer Station and Sanitary Landfill are located, any agency thereof, or by any local governmental agency which is payable solely by reason of the nature of the transfer or disposal operations conducted by **Contractor** and any other sales or service taxes of general application to the operation of the Transfer Station and the Sanitary Landfill. Such fee, surcharge, duty, tax or other charge shall be paid by the **County** in the form of a Service Fee increase and shall include by way of example and not limitation any state superfund tax for funding waste disposal and minimization studies or projects and any other tax, fee, surcharge or like charge.

Contractor shall be entitled to an automatic increase in the Service Fee to offset the increased cost of operating the Transfer Station as a result of increases in costs of operations at the Transfer Station resulting from changes in federal, state or local environmental or other law or regulation concerning the receipt, transportation, disposal or handling of waste material at the Transfer Station which law or regulation becomes effective after July 1, 1997.

In the event the Sanitary Landfill is not owned and operated by **Contractor**, then any increase or decrease in the disposal fee at such Sanitary Landfill shall be passed through to the **County** in the form of an automatic Service Fee increase.

Upon approval of the County Commissioners or their designated agent, the County Administrator, **Contractor** may accept solid and inert waste at the Transfer Station and at the **County** Inert Landfill from areas outside the **County**, but within an one hundred (100) mile radius of the Transfer Station, however, the **County** shall incur no expense for the disposal of such waste. In the event the inert waste is disposed of at the **County** Inert Landfill, **Contractor** shall pay **County** thirty-three (33%) percent of the existing rate being charged to the **County** for the disposal of inert waste. No payment to the **County** shall be due for solid or inert waste accepted at the Transfer Station and disposed of at a facility other than the **County** Inert Landfill.

TERM OF CONTRACT

This Agreement shall be effective on full execution by the parties. The initial term of this Agreement shall be for a period of ten (10) years, commencing on January 1, 1998. The term of this Agreement may extend for successive five (5) year terms upon mutual agreement of the parties.

COUNTY BUY-OUT PROVISION

After the initial five (5) years of the term of the Contract, the County shall have the right, but not the obligation, to purchase the Transfer Station building at Contractor's depreciated value using a fifteen (15) year straight line basis. This buy-out right of the County shall not affect Contractor's right to continue to operate the Transfer Station for an initial term of ten (10) years. In the event the County exercises its buy-out right after the initial five (5) years of the Contract term, Contractor shall reduce its compensation by eight-one (\$.81) cents per ton.

The County also shall have a right to purchase at Contractor's book value the Transfer Station after the initial ten (10) year term of the Contract provided, however, if this Contract is not renewed after the initial ten (10) year term, the County shall be required to purchase the Transfer Station building for Contractor's book value. If the County exercises its option to purchase the Transfer Station after the initial ten (10) year term of the Contract and extends the Contract for an additional five (5) year period, the Contractor shall reduce its compensation by fifty-one (\$.51) cents per ton.

Contractor shall depreciate the cost of the Transfer Station building over a fifteen (15) year period. In the event the Contract is extended for an additional five (5) year term after the initial ten (10) year term, the County shall be deemed to own the Transfer Station building at the end of such extension term.

Contractor's equipment used at the Transfer Station and County Inert Landfill shall not be included in the property subject to the County's buy-out rights and obligations with respect to the building.

TONNAGE GUARANTEE

The County shall compensate the Contractor for a minimum average daily tonnage of one hundred (100) tons per day of County Solid Waste at the Transfer Station, based on a five and one-half (5 ½) day per week schedule as outlined hereinabove. Should the County deliver greater tonnage of County Solid Waste than such minimum, it shall compensate the Contractor based on the actual tonnage delivered to the Transfer Station. Average daily tonnages shall be calculated on a monthly basis.

NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age,

creed, color, religion or natural origin.

REPRESENTATIONS AND WARRANTIES OF COUNTY

The **County** warrants that it will undertake reasonable efforts to exclude regulated hazardous wastes and special waste, as each is defined in Exhibit "A", from the **County Solid Waste** delivered to the Transfer Station. To the knowledge of the **County**, said waste will not contain either hazardous or special waste. The **County** warrants that it shall exercise its best efforts to maintain its collection and transportation of **County Solid Waste** to the Transfer Station in compliance with the terms hereof and in compliance with applicable federal, state and local laws and regulations throughout the term of this Agreement.

INDEMNIFICATION

The **Contractor** shall indemnify, defend, and hold harmless the **County**, its officials, employees, agents, consultants, contractors and affiliates from and against any and all claims, suits, losses, liabilities assessments, damages, costs and expenses, including reasonable attorneys' fees ("Losses") arising out of the negligent acts or omissions or willful or criminal misconduct of the **Contractor** or its employees in the performance of services hereunder, or arising under federal, state or local laws, regulations, or ordinances relating to pollution or protection of the environment, but, in either event, the **Contractor's** duty to indemnify shall be limited to losses arising solely out of materials placed in the **County Inert Landfill** by the **Contractor** following its commencement of services hereunder.

The **County** shall indemnify, defend and hold harmless the **Contractor** and its employees, agents, consultants, contractors and affiliates from and against all Losses arising out of the negligent acts or omissions or willful or criminal misconduct at any time of the **County**, its employees, agents or contractors, including without limitation any subsequent operators of the **County Inert Landfill**, or arising under federal, state or local laws, regulations or ordinances relating to pollution or protection of the environment. In any event, the **County's** duty to indemnify shall extend to Losses arising in any way out of the ownership, use, condition or operation of or materials placed in the **County Inert Landfill** after the termination of services by the **Company** hereunder, whether from the design of the **County Landfill**, or from actions performed by others, or performed in accordance with the instructions of the **County** or otherwise.

INSURANCE

Contractor shall provide and maintain during active operations hereunder, **Workman's Compensation Insurance** which shall meet the requirements of the state where the facility(ies) is(are) located.

The **Contractor** shall provide and maintain during active operations hereunder **Public Liability Insurance**, to protect against all claims arising out of the **Contractor's** negligent or willful acts or omissions in the course of its operations that result in bodily injury, death or property damage suffered on or about the facility(ies).

The **Contractor** shall upon the full execution of this Agreement and thereafter upon request, furnish **County** evidence that the insurance relative to its said acts or omissions is in force, provided, however, any certificate of insurance shall in no way alter or amend such insurance coverage to increase the level or extent expressly set forth herein.

The limits of liability of all insurance required herein not expressly set forth hereinabove shall be as set forth in Exhibit "B" which is attached hereto and made a part hereof.

DEFAULT

If either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

BOND

During the term of this Agreement, **Contractor** shall provide a performance bond in an amount not to exceed the annual compensation payable to **Contractor**. In the event the **County**

elects to require contractor to provide the bond, the County shall notify Contractor at least thirty (30) days prior to the date the bond is to be provided.

GENERAL PROVISIONS

Neither party shall assign or transfer, or permit the assignment or transfer of, this Agreement or the rights hereunder without the prior written consent of the other party, provided however the Contractor may transfer or assign its interest hereunder to an "Affiliated Contractor" without the prior written consent of County. In the event of such assignment or transfer, the assignee shall assume the liability of the Contractor, but such assumption of liability shall not relieve the Contractor of liability under this Agreement. For purposes of this paragraph, "Affiliated Contractor" means any company which controls, is controlled by, or is under common control with the Contractor.

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

From and after the date of this Agreement the Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the construction and/or operation envisioned by This Agreement; national defense requirements; labor strike, lockout or injunction.

If any term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each term, clause or

provision that is illegal, invalid or unenforceable, there be added by a Court of competent jurisdiction or otherwise as a part of this Agreement a term, clause or provision as similar in terms to such illegal, invalid or unenforceable term, clause or provision as may be possible to effect the expressed intent of the parties and be legal, valid and enforceable.

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

The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the respective parties.

All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the parties at the following addresses:

TO THE COUNTY: County Administrator
Columbus County
111 Washington Street
Whiteville, NC 28472

With a Copy to: James E. Hill, Jr.
County Attorney
Post Office Box 268
Whiteville, NC 28472

TO THE CONTRACTOR: American Refuse System, Inc.
4201 Distribution Drive
Fayetteville, NC 28301
ATTN: Division President

With a Copy to: Group General Counsel
Waste Management, Inc.
1765 The Exchange
Atlanta, Georgia 30339

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this 25th day of June, 1997, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

APPROVED AS TO FORM:

/s/ _____
COUNTY ATTORNEY

COUNTY OF COLUMBUS

/s/ C.W. Williams, Chairman
BOARD OF COMMISSIONERS

ATTESTED BY:

/s/ Ida L. Smith, Clerk to Board

ATTESTED BY:

/s/ Janne C. Foster _____

AMERICAN REFUSE SYSTEMS, INC.

/s/ Gregory A. Peverall _____

EXHIBIT "A"

“Hazardous Waste” shall mean solid wastes defined as hazardous under the Resource conservation and Recovery Act, 42 U.S.C. §§1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. §§2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

“Special Waste” means any discarded material from a non-County source meeting any of the following descriptions:

- b. Containerized waste (e.g., a drum, portable tank, Lugger box, roll-off box, pail, bulk tanker, etc.) Listed in b. - g. below.
- c. Waste containing free liquids.
- d. Sludge waste.
- e. Waste from an industrial process.
- f. Waste from a pollution control process.
- g. Residue from a spill of a non-hazardous chemical substance or commercial product or a waste listed in a. - e. or g.
- h. Contaminated non-hazardous residuals from the cleanup of a facility generating, storing, treating, recycling or disposing of wastes, chemical substances or commercial products listed in a. - f.

EXHIBIT "B"

INSURANCE COVERAGE RIDER

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen’s Compensation	Statutory
Employer’s Liability	\$500,000
Bodily Injury Liability except Automobile	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Liability except Automobile	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

ECONOMIC DEVELOPMENT - AMERIMARK EXPANSION PROJECT

Steve Yost, Economic Development Director, reported to the Board that a Community Development Block Grant is available in the amount of \$532,000 to provide a 100,000

gallon water tank, well and upgraded water line to the Amerimark Expansion Project. Amerimark will invest nine million (\$9,000,000.00) dollars in the expansion which will provide jobs for 50 - 100 new employees. The local match for the grant is 25% which equates to \$133,000.00. The local match can be funded as follows:

County	\$ 100,000 (over two (2) fiscal years)
Town of Fair Bluff	8,000
Legislature	<u>25,000</u>
TOTAL	\$ 133,000

A motion was made by Commissioner Dutton, seconded by Commissioner Norris and passed unanimously to write a "letter of commitment" from Columbus County to the North Carolina Department of Commerce to fund the local match of \$100,000.00 for the Community Development Block Grant project for Amerimark, Incorporated in Fair Bluff. Fifty thousand dollars (\$50,000.00) will be appropriated for the 1997-98 fiscal year and fifty thousand dollars (\$50,000.00) for the 1998-99 fiscal year for the duration of the project.

SOCIAL SERVICES - WELFARE REFORM LEGISLATION

A motion was made by Commissioner Gray, seconded by Commissioner Norris and passed unanimously to contact the N. C. Legislative Delegation, representing Columbus County, in considering the New Welfare Reform Legislation to express their concern about the control structure and work to ensure that if the Board of County Commissioners must be responsible for the success of the programs, then they need to have the responsibility to appoint the Local Board for the Department of Social Services.

ADJOURNMENT

A motion was made by Commissioner Norris, seconded by Commissioner Gray and passed unanimously to adjourn the meeting at 10:26 P.M.


 Ida L. Smith, Clerk to Board

APPROVED:


 C.W. Williams, Chairman