

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 8:00 A.M., June 1, 1998, for the regularly scheduled Board Meeting, it being the first Monday.

BOARD MEMBERS PRESENT:

David L. Dutton, Jr., Chairman

A. Dial Gray, III, Vice Chairman

Spruell Randolph Britt

Sammie Jacobs

Lynwood Norris

C.W. Williams

C.E. Wilson

James E. Hill, Jr., Attorney

Dempsey B. Herring
County Administrator

Ida L. Smith, Clerk to Board

Chairman David L. Dutton, Jr. called the meeting to order and Commissioner C.E. "Gene" Wilson gave the invocation.

BOARD MINUTES APPROVAL

A motion was made by Commissioner Britt, seconded by Commissioner Norris and passed unanimously to approve the Minutes of the May 18, 1998, Board Meeting, the May 19, 1998 Nakina Rescue Squad Public Hearing and the May 20, 1998 1998-99 Budget Work Session, as recorded.

CONSENT AGENDA ITEMS

A motion was made by Commissioner Norris, seconded by Commissioner Jacobs and passed unanimously to approve the following consent agenda items.

Tax Refunds:

Request a refund in the name of Jack Covell Branch, 9094 Old Lumberton Rd., Evergreen, N.C. 28438. Paid user fee on vacant home. Amount \$100.00, Value \$N/A, Year 1997, Account #12-02221.

Request a refund in the name of Margaret Floyd, 8153 Old 74, Evergreen, N.C. 28438. Paid partial payment on mobile home that is double listed in the same name but under another account number. Amount to be refunded includes \$8.57 in interest. Amount \$30.00, Value \$10,340, Year 1997, Account #12-08384.

Request a refund in the name of North American Mortgage Co., 231 E. Ave., Suite 200, Albion, NY, 14411-1678. Taxes paid on the account of Michael & Jill Couch. Should have paid on Lester Valentine account. Refund includes a 2% discount. Amount \$100.78, Value \$13,100, Year 1997, Account #03-04125.

Request a refund in the name of Jerome Earl Smith, 4001 Hope Valley Lane, Greensboro, NC 27401. Paid user fee on vacant home. Amount \$100.00, Value \$N/A, Year 1997, Account #07-15303.

Request a refund in the name of D.P. Ward & Lela Mae. 1270 Pine Level Church Rd., Nakina, N.C. 28455. Failed to receive full senior citizens exemption. Refund includes \$8.15 interest. Amount \$112.32, Value \$600.00, Year 1997, Account #03-26380.

Releases:

Release a portion of the value in the name of Samuel David Mitchell. Failed to receive senior citizens exemption. Amount \$151.00, Value \$20,000, Year 1997, Account #04-11740.

Release the value of property in the name of Kenneth Daniels for the Town of Sandyfield. Property is located outside the city limits. Amount \$143.50, Value \$41,000, Year 1997, Account #15-11500.

Release the property value in the name of Willie A. Robbins for the Town of Sandyfield. Property located outside the city limits. Amount \$3.85, Value \$1,000, Year 1997, Account #15-31945.

Release the user fee in the name of Joseph Cary Benton. Mobile home is

vacant. Amount \$100.00, Value \$N/A, Year 1997, Account #05-00463.

Release the user fee in the name of Dorothy Graham. House is vacant. Amount \$100.00, Value \$N/A, Year 1997, Account #05-02480.

Release the user fee in the name of Willie O. Smith. House is vacant. Amount \$100.00, Value \$N/A, Year 1997, Account #07-15600.

Release the user fee in the name of Bethania D. Strickland. Mobile homes are vacant. Amount \$200.00, Value \$N/A, Year 1997, Account #10-16102.

Release the user fee in the name of Charles W. Worrell. Beauty shop no longer in service. Amount \$100.00, Value \$N/A, Year 1997, Account #11-30560.

Release the user fee in the name of Ernest Roland & Eunice Worrell. House is vacant. Amount \$100.00, Value \$N/A, Year 1997, Account #11-30600.

Release the value of a mobile home in the name of Gerald Beatty. Mobile home in Bladen County. Amount \$141.71, Value \$8,730, Year 1996, Account #04-00358.

Release the value of a mobile home in the name of Gerald Beatty. Mobile home in Bladen County. Amount \$164.83, Value \$8,480, Year 1997, Account #04-00358.

Release the value of a mobile home in the name of James E. & Patricia A. Bellamy. Customers have never owned a double wide mobile home. Amount \$365.46, Value \$34,700, Year 1997, Account #13-01843.

Release the value of a mobile home in the name of Fanny Brown. Mobile home burned in 1996. Amount \$107.65, Value \$1,000, Year 1997, Account #13-04323.

Release the value of a mobile home in the name of Margaret Floyd. Home double listed in the same name but under another account number. Amount \$150.43, Value \$10,340, Year 1997, Account #12-08384.

Release the value of a mobile home in the name of Malton Gore. Home sold in 1994. Amount \$222.02, Value \$17,310, Year 1996, Account #01-33507.

Release the value of a mobile home in the name of Malton Gore. Home sold in 1994. Amount \$230.43, Value \$17,060, Year 1997, Account #01-33507.

Release the user fee in the name of James Haynes. Home double listed in the name of Carton Haynes. Amount \$57.13, Value \$5,838, Year 1996, Account #01-39510.

Release the value of a mobile home in the name of James Haynes. Home double listed in the name of Carton Haynes. Amount \$154.89, Value \$7,180, Year 1997, Account #01-39510.

Release the property value in the name of J. C. (Sr.) Hooks, Heirs. Property double listed in the name of East Wind Chinese Restaurant (Inc.). Amount \$36.66, Value \$4,700, Year 1994, Account #01-43000.

Release the property value in the name of Ernest Paul & Missouri Jones. Property double listed in the name of Carolyn A. Watts. Amount \$21.14, Value \$2,800, Year 1997, Account #03-12220.

Release the value of a mobile home in the name of Changra Kirksey. Purchased building permit but never bought mobile home. Amount \$286.12, Value \$22,410, Year 1997, Account #04-09866.

Release the value of a mobile home in the name of Larry & Hope Nobles. Home double listed in the name of Sammy & Edith Nobles. Amount \$328.66, Value \$32,900, Year 1997, Account #10-13043.

Release the value of a mobile home in the name of Louise Patrick. Home double listed in the name of Annie Louise Patrick. Amount \$152.45, Value \$6,860, Year 1997, Account #04-12877.

Release the value of farm equipment in the name of Willie O. Smith. Equipment sold years ago, no longer farming. Amount \$24.18, Value \$3,100, Year 1996, Account #07-15600.

Release the value of farm equipment in the name of Willie O. Smith. Sold equipment years ago, no longer farming. Amount \$19.46, Value \$2,800, Year 1997, Account #07-15600.

Release the value of a mobile home in the name of Virginia Stanley. Home sold in 1995. Amount \$95.86, Value \$4,180, Year 1996, Account #07-16523.

Release the value of a mobile home in the name of Virginia Stanley. Home sold in 1995. Amount \$131.96, Value \$4,180, Year 1997, Account #07-16523.

Release a portion of the property value in the name of Margaret Strickland.

Billed with incorrect acreage due to clerical error. Amount \$79.54, Value \$9,700, Year 1994, Account #09-29815.

Release a portion of the property value in the name of Margaret Strickland.

Billed with incorrect acreage, due to clerical error. Amount \$81.48, Value \$9,700, Year 1995, Account #09-29815.

Release a portion of the property value in the name of Margaret Strickland.

Billed with incorrect acreage, due to clerical error. Amount \$81.48, Value \$9,700, Year 1996, Account #09-29815.

Release a portion of the property value in the name of Margaret Strickland.

Billed with incorrect acreage, due to clerical error. Amount \$127.60, Value \$16,900, Year 1997, Account #09-29815.

Release the property value in the name of A. P. Worley, Jr. Property double listed in the name of Bobby Todd. Amount \$7.16, Value \$900.72, Year 1997, Account #16-18080.

Amendment to May 4, Tax Refunds:

Request a refund in the name of North American Mortgage Company, 231 East Avenue, Suite 200, Albion, NY 14411-1678. Taxes paid on the account of Michael and Jill Couch. Should have paid on the account of Lester Valentine. Correct amount of refund should be \$100.78 instead of \$102.84 which was requested.

Budget Amendments:

Appropriate 10-690-9600	Fair Bluff - Amerimark Project	\$25,000
Decrease 10-660-5700	Miscellaneous	(5,000)
Decrease 10-660-7400	Capital Outlay	(3,500)
Decrease 10-470-0401	Professional Services	(16,500)
Accept 10-348-1301	State Health Funds	\$ 7,937
Expend as follows:		
10-588-0200	Salaries	\$ 2,000
10-588-0500	FICA	922
10-588-3300	Departmental Supplies	5,015
Accept 10-348-0803	State MCC Funds	\$ 7,050
Expend 10-587-0200	Salaries	\$ 7,050

Medicaid Maximization Payment:

10-348-1409 TB Medicaid	\$ 96
10-348-1404 STD Medicaid	272
10-348-1302 MH Medicaid	231,690
10-348-0609 FP Medicaid	46,840
10-348-1204 AH Medicaid	3,999

Expend as follows:

10-581-0200 Salaries	368
10-591-0200 Salaries	46,840
10-592-0200 Salaries	231,690
10-595-0200 Salaries	3,999

10-410-5400 Insurance Governing Body	\$65,000
10-660-5400 Insurance - Non-Departmental	(65,000)

Increase 10-325-0300	Marriage Licenses	\$ 2,000
Increase 10-325-0200	Excise Tax	30,000

Remit as follows:

10-480-9100 Remit to State - Marriage Licenses	\$ 2,000
10-480-9200 Remit to State - Excise Tax	30,000

Accept 35-348-1000	Environmental Trust Fund	\$ 11,400
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Expend as follows:

35-580-7401 Pesticide Container - Capital Outlay	\$ 9,100
35-580-3301 Pesticide Container - Recycling Grant	2,300

Record 10-340-0000 Lease Purchase Proceeds	\$135,483
Record 12-340-0000 Lease Purchase Proceeds	22,361

Expend 10-510-7400 Capital Outlay - Sheriff's Department	98,160
Expend 10-605-7400 Capital Outlay - Cooperative Extension	22,361
Expend 10-620-7400 Capital Outlay - Recreation	14,962
Expend 12-613-7400 Capital Outlay - Aging	22,361

CAPITAL PROJECT ORDINANCE (AMENDMENT) - SOUTHEAST REGIONAL PROJECT

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

SOUTHEAST REGIONAL PARK PROJECT

CAPITAL PROJECT ORDINANCE AMENDMENT

ORIGINAL ADOPTION: June 17, 1996

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 Southeast Regional Park Water Project. Further, amend the name of the project as the **SOUTHEAST REGIONAL PARK PROJECT**.

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:

67-348-9601 EDA Grant - SCC	\$951,793
Increase 67-348-9600 - EDA Grant - Columbus County	23,100
Decrease 67-397-0000 - Advance - General Fund	(23,100)
TOTAL APPROPRIATION	<u>\$951,793</u>

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

67-495-7200 - SCC Training Center	\$951,793
TOTAL EXPENDITURE	<u>\$951,793</u>

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 Amendment shall be made available to the Budget Officer and the Finance Officer for directions in carrying out the project.

ADOPTED this 1st day of June 1998.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

ATTEST: /s/ **David L. Dutton, Jr., Chairman**

/s/ **Ida L. Smith, Clerk to Board**

**RESOLUTION - REQUEST TO PARTICIPATE IN STATE EMPLOYEES'
MEDICAL INSURANCE PROGRAM**

A motion was made by Commissioner Britt, seconded by Commissioner Wilson, and passed unanimously to adopt the following Resolution.

REQUEST for ELIGIBILITY for EMPLOYEES

to PARTICIPATE in STATE MEDICAL

INSURANCE RESOLUTION

WHEREAS, health insurance, for all sectors, both public and private, is increasingly becoming less affordable; and

WHEREAS, as especially in public government, the increases in rates for groups grow steadily out of proportion when compared to the previous years' rate increases; and

WHEREAS, numerous County employees already enjoy the benefits of being covered by the State's insurance through their Major-Medical Plan; and

WHEREAS, it would be most advantageous to Columbus County if all its employees were covered by the State Comprehensive Major-Medical Plan; and

WHEREAS, the eligibility requirements set down in General Statute 135-40.2, Article 1, substantiates that all County employees should be eligible for the State's Comprehensive Major-Medical Plan.

THEREFORE, BE IT HEREBY RESOLVED that the Columbus County Board of Commissioners requests and petition the North Carolina Association of County Commissioners and the local legislators representing Columbus County to introduce legislation which will allow Columbus County to be covered and a part of the State's Comprehensive Major-Medical Plan.

BE IT FURTHER RESOLVED that a copy of this Resolution be mailed to each of the other ninety-nine (99) counties in the State of North Carolina.

ADOPTED this day, June 1, 1998.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ DAVID L. DUTTON, JR., Chairman

ATTESTED BY:

/s/ IDA L. SMITH, Clerk to Board

AGREEMENT - AMERICAN REFUSE SYSTEMS FOR LANDFILL CLOSURE

A motion was made by Commissioner Norris, seconded by Commissioner Williams, and passed unanimously to approve the following Agreement.

AGREEMENT

THIS AGREEMENT is entered into this 1st day of June, 1998, between Columbus County, North Carolina, (the "County") and American Refuse Systems, Inc., a North Carolina corporation, ("Contractor").

WHEREAS, the County owns an inactive landfill which discontinued operations effective December 31, 1997, (the "Landfill"); and

WHEREAS, the County is required by North Carolina law to cap approximately thirty-three (33) acres of the Landfill located in the area known as "Phase II Landfill Area" by placing final cover over the area in accordance with the North Carolina Solid Waste Management Rules; and

WHEREAS, the Contractor has the requisite expertise to cap an inactive landfill in accordance with North Carolina Law; and

WHEREAS, the County desires to retain Contractor to cap the Phase II Landfill Area and Contractor desires to provide such services to the County.

NOW, THEREFORE, the parties agree as follows:

1. **Term.** This Agreement shall commence on or before July 1, 1998, and continue through the date final payment is made by the County to Contractor.
2. **Scope of Services.** Contractor is retained by the County to cap the approximately thirty-three (33) acres of the Landfill located in Phase II Landfill Area. Contractor's specific scope of services are set forth below:

A. Preparation.

1. Drill six (6) test borings, each to a depth of twenty (20') feet below existing grades in the borrow pit area.
2. Obtain bulk samples of auger cuttings and perform laboratory tests consisting of four (4) sieve-hydrometer, four (4) atterberg limits, four (4) stand proctor compaction, and four (4) remolded permeability tests on soils in the borrow area for determination of whether they are suitable for use as capping soils.
3. Prepare a brief report describing the field testing, laboratory testing and evaluation of the borrow area soils for use as capping materials. Prepare guide specifications for excavation of borrow area soils and placement of capping soils. This report and specifications will be signed and sealed by a professional engineer.

B. Final Cover Verification.

1. Provide field verification that a twelve (12") inch cover exists over the final layer of municipal solid waste in the Area. This verification will include random hand augers of not less than one (1) approximately every twenty thousand (20,000) square feet.
2. All areas that are found to have received less than twelve (12") inches of final cover will receive an additional cover until the Area can be certified to have received a twelve (12") inch in-situ material of final cover.

C. Construction of the Landfill Cap.

1. The Area shall be capped in accordance with Section 7.0 - "Landfill Closure Specifications" of the Columbus County Municipal Solid Waste Transition Plan (the "Plan"), approved by the North Carolina Division of Solid Waste Management on February 25, 1997, and modified on July 22, 1997. The Transition Plan calls for a Regulatory Minimum Cap ("RMC") consisting of twelve (12") inches of final cover, eighteen (18") inches of a clay cap (permeability of 1×10^{-5}) and a six (6") inch soil/erosion control layer.

2. Provide the RMC in accordance with the County's Plan and Section .1627 of the North Carolina Solid Waste Management Rules. The RMC shall consist of subgrade preparation, placement of eighteen (18") inches of 1 x 10 (-5) clay in two (2) nine (9") inch lifts, placement of six (6") inches of topsoil, one (1) time seeding and mulching of capped Area.
3. Additional construction shall include a swale along the top of the Landfill, twenty-four (24") inch ADS slope drains, rip rap dissipaters, five (5) methane gas wells, mobilization and demobilization.
4. Provide a maximum of four (4') feet of compacted fill (native soils) over the approximately four (4) acre proposed construction and demolition (C&D) Landfill site. Grading plans for this work will be provided by the County's engineer.

D. Construction Quality Assurance Testing.

1. Monitor the placement of the cap and test the compaction of the low permeability soil layer.
2. Obtain undisturbed samples of the low permeability soil layer and perform laboratory permeability tests on the undisturbed samples at a rate one (1) per lift per two (2) acres.
3. Prepare a brief "Quality Assurance Summary Report" for the low permeability soil cap at the completion of construction.
4. Provide a geotechnical technician to monitor the placement of the low permeability soil layer on a full-time basis and prepare hand written daily reports to be distributed to the construction contractor, design engineer, and the County Administrator or his designee.
5. Provide, at least every three (3) weeks, a visit by a licensed professional engineer with expertise in geotechnical engineering to observe the construction and prepare a brief quality assurance summary report.

E. Engineer's Certification of Closure.

1. Provide field verification that the depth of the clay cap is not less than

eighteen (18") inches. This verification will include random hand augers of not less than one (1) every fifteen thousand (15,000) square feet.

2. Provide preliminary closure reports to the North Carolina Division of Solid Waste Management at the completion of site preparation twelve (12") inch final verification, and at the completion of the clay cap installation.

3. Provide the final "Construction Quality Assurance Report" as required by Rule .1624(b)(8)(C) and Rule .1624(b)(15) to the North Carolina Division of Solid Waste Management and provide the State with the "Engineer's Certification of Closure" for the Area.

3. Additional Services. Additional services will be provided to County based upon additional compensation to be negotiated by the parties. Examples of additional services include the following:

A. Design drawings for the capping of the Landfill, erosion control, borrow excavation, slope drains, road construction or methane gas vents. These drawings pertain to the preparation of construction drawings only. All items listed are part of the scope of services for the installation of the regulatory minimum cap over the approximately thirty-three (33) acres of the Area.

B. Any design requirements during construction, unless otherwise specified in the Scope of Services above.

C. Construction staking services. In the unlikely event that construction staking services are required in excess of one hundred and fifty (150) hours, such additional services would be at an additional cost and would be provided upon approval of the County Manager or his designated representative.

D. Obtainment of off-site soil for use as the clay cap.

E. Seeding and mulching of the Area more than one (1) time.

F. Any permitting over and above attaining the "Engineer's Closure Certification".

4. Compensation. The County shall pay Contractor a total of one million, two hundred

and ninety-five thousand and 00/100 (\$1,295,000.00) dollars for the services described herein. The County shall have the option of selecting one (1) of the two (2) following payment methods:

A.	<u>Date</u>	<u>Amount Due</u>
	July 1, 1998	\$431,667.00
	Completion of Services	\$863,333.00
B.	<u>Date</u>	<u>Amount Due</u>
	July 1, 1998	\$431,667.00
	July 1, 1999	\$509,367.00
	July 1, 2000	\$470,517.00

In the event the County selects option 4.B., the balance owed may be paid off at any time during the proposed term by calculating interest at a nine (9%) percent simple rate. The interest calculation shall be applied from the date of completion.

5. **County Responsibilities.** The County shall designate one (1) individual to serve as the County's point of contact on this project. The County also shall provide office space at the Landfill for the full time geotechnical technician during the placement of the eighteen (18") inch clay cap and for the Project Engineer during all construction activities.

6. **Subcontractors.** Contractor may subcontract its obligations hereunder, but no subcontracting shall relieve the Contractor of its obligations to the County.

7. **Forced Majeure.** Contractor's performance hereunder may be suspended and its obligations 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 services envisioned by this Agreement; national defense requirements; labor strike, lockout or injunction.

8. **Entire Agreement.** 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.

9. Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. Notices. All notices or other communications required hereunder shall be in writing and shall be deemed given when mailed by registered or certified U.S. Mail, addressed to the parties as follows:

To the County: County Administrator
Columbus County
111 Washington Street
Whiteville, NC 282472

To the Contractor: American Refuse Systems, Inc.

with a copy to: Waste Management Southeast Office
1765 The Exchange, Suite 500
Atlanta, Georgia 30339
Attn: Group General Counsel

IN WITNESS WHEREOF, the parties hereto have caused their presence to be signed and sealed on the date first written above.

ATTEST: COLUMBUS COUNTY

/s/ Ida L. Smith /s/ David L. Dutton, Jr.

ATTEST: AMERICAN REFUSE SYSTEMS, INC.

/s/ /s/

AGREEMENT/FRANCHISE APPLICATION - MEDICAL ALERT TRANSPORT SERVICES, INC.

A motion was made by Commissioner Jacobs, seconded by Commissioner Gray and passed unanimously to approve the Franchise Application/Agreement for Medical Alert Transport Service, Incorporated for Non-Emergency Ambulance Service in Columbus County as follows:

**FRANCHISE AGREEMENT for
NON-EMERGENCY AMBULANCE SERVICE**

in COLUMBUS COUNTY**SECTION I: GRANT**

Subject to the terms and conditions of the Columbus County Non-Emergency Ambulance Service Ordinance, its successors and assigns, is hereby granted from and after the effective date hereof, the right, privilege and franchise to provide scheduled non-emergency ambulance service within Columbus County for the purpose of providing adequate non-emergency ambulance service to the citizens of Columbus County; all subject to present and future ordinances of Columbus County.

SECTION II: TERM

This Franchise is granted for the term of five (5) years from the date of Franchise awarding, provided that either party, at its option, may terminate the Franchise upon one hundred twenty (120) days written notice to the other party.

SECTION III: TERRITORY

This Franchise shall apply to all of Columbus County.

SECTION IV: RENEWAL

This Franchise is renewable at the option of the Board of Commissioners of Columbus County.

SECTION V: NON-EXCLUSIVE

The right herein granted shall be non-exclusive, and Columbus County reserves the right to grant similar franchises to any person or persons at any period during the present Franchise or any extension thereof.

SECTION VI: STANDARDS

The standards for this franchised ambulance service, its drivers and attendants, its vehicles and equipment, and its communication facilities shall, at all times during the term of this Franchise or any extension hereof, comply with all of the laws and requirements of the State of North Carolina and the requirements of Columbus County's Non-Emergency Ambulance Service Ordinance, all of the terms and conditions of which are herein incorporated by reference and made a part hereof, the same as if fully set forth.

SECTION VII: INSURANCE

The grantee herein shall, at all times during the term of this Franchise and any extension thereof, maintain in full force and effect insurance coverage, issued by an insurance company licensed to do business in the State of North Carolina, sufficient to provide all the insurance necessary to meet the requirements of Columbus County's Non-Emergency Ambulance Service Ordinance.

SECTION VIII: RECORDS

Grantee will submit all required records for County inspection and will permit the County to inspect Grantee's records, premises and equipment at any time to ensure compliance with Columbus County's Non-Emergency Ambulance Service Ordinance.

SECTION IX: RATE and CHARGES

Grantee shall submit a schedule of rates to Columbus County for approval and shall not charge more than the approved rates without specific approval by Columbus County.

SECTION X: ACCEPTANCE of FRANCHISE

This Franchise and the right, privileges and authority hereby granted shall take effect and be in force from and after final passage hereof, as provided by law, provided that within thirty (30) days after the date of the final passage of this Ordinance, the Grantee shall file with the Clerk to the Board of Commissioners its unconditional acceptance of this Franchise and promise to comply with and abide by all of its provisions, terms and conditions, and said acceptance to be in writing and in the form and executed in the manner as provided in this Franchise.

SECTION XI: GRANTEE'S REPRESENTATION and COVENANTS

The acceptance of this Franchise Ordinance by the COLUMBUS COUNTY BOARD OF COMMISSIONERS, shall constitute representations and covenants by it, that:

- A. It accepts and agrees to all the provisions of this Ordinance and those instruments and documents incorporated herein by reference;
- B. It has examined all of the provisions of this and the Columbus County Non-

Emergency Ambulance Service Ordinance and waives any claim that any provisions hereof are unreasonable, arbitrary or void;

- C. It recognizes the right of Columbus County to make reasonable amendments to the Franchise Ordinance or Franchise Agreement during the term of this Franchise, provided that no such change shall compromise the ability of Medical Alert Transport Service, Incorporated to perform satisfactorily its obligations or right under this Ordinance. It further recognizes and agrees that Columbus County shall, in no way, be bound to renew the Franchise at the end of the Franchise term.

SECTION XII: EFFECTIVE DATE

This Franchise shall be in full force and effect from and after its final approval by the Board of Commissioners of Columbus County, North Carolina.

Franchise granted to MEDICAL ALERT TRANSPORT SERVICE, INCORPORATED at the regular scheduled meeting of the Board of Commissioners of Columbus County on the 1st day of June 1998.

(Seal)

/s/ David L. Dutton, Jr. Chairman

COLUMBUS COUNTY BOARD of COMMISSIONERS

ATTESTED BY:

/s/ Ida L. Smith, Clerk to Board

(Corporate Seal)

MEDICAL ALERT TRANSPORT SERVICE, INC.

/s/ Ervin R. Jacobs, PRESIDENT/CEO

ATTESTED BY:

Dorothy Jacobs, Secretary

COLUMBUS COUNTY DISTRICTED WATER - UPDATE ON DISTRICTS II, III, IV AND V

Dempsey B. Herring, County Administrator, updated the Board on the Columbus County Districted Water & Sewer for Phase II, III, IV, and V.

District II: Which consists of: Fair Bluff (excluding the Town of), Cherry Grove, Chadbourn (excluding the Town of), Cerro Gordo (excluding the Town of), and Tatum (excluding the Town of Boardman) has been finalized with United States Department of Agriculture, Farmers Home Administration and the final processing check-list has been completed.

Districts III, IV and V: Which consists of North Whiteville, North Hallsboro and Mollie/Pireway, applications have been prepared and filed with the United States Department of Agriculture, Farmers Home Administration (FHA). Ronald Pope, representing FHA, has advised FHA Guidelines have changed and we will need to advertise for Engineering Services in a state-wide newspaper. The three (3) projects are scheduled to coincide and will be advertised for bids as single projects and as a total project. After bids are received and reviewed at a specified date and time, they will be presented to the Board of County Commissioners for approval. All three (3) projects are eligible for FHA Grant monies. The percentage received for each project will be based on the financial status of the residents in the district. At this time, forty percent (40%) grant monies are available from FHA for those areas that are most impoverished. The percentage of grant monies awarded is based on the need of the district. Also, we will explore the possibility of private financing for the North Whiteville District.

BUDGET (1998-99 PROPOSED) - ACCEPTED BY THE GOVERNING BODY

Dempsey B. Herring, County Administrator, presented the Board with the 1998-99 Columbus County Proposed Budget for their acceptance and consideration for a grand total of FIFTY-SEVEN MILLION, TWO HUNDRED NINETY-ONE THOUSAND, SIX HUNDRED SIX and 00/100 DOLLARS (\$57,291,606.00). The Administrator reviewed the Budget Message with the Board. The 1998-99 Proposed Budget is on file in the office of the Clerk to the Board for public inspection.

A motion was made by Commissioner Gray, seconded by Commissioner Williams and passed unanimously to accept the 1998-99 Proposed Budget for consideration as presented.

1998-99 BUDGET (PROPOSED) - PUBLIC HEARING SCHEDULED

A motion was made by Commissioner Gray, seconded by Commissioner Williams and passed unanimously to schedule a public hearing on the 1998-99 Proposed Operating Budget for Monday, June 15, 1998, in the Commissioners' Meeting Room at 7:00 P.M.

HEALTH (ENVIRONMENTAL) - APPROVAL TO SCHEDULE JOINT MEETING WITH THE BOARD OF HEALTH

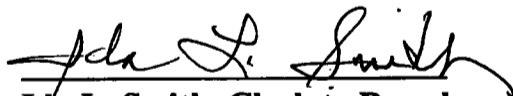
Commissioner Britt, stated he has received several complaints from County residents on the septic tank permitting method the Environmental Health Specialists are imposing.

The Board reached a general consensus to direct Dempsey B. Herring, County Administrator, to schedule a joint meeting with the Board of Health and the Environmental Health Specialists (sanitarians) at the Board of Health's next scheduled Board Meeting.

ADJOURNMENT

A motion was made by Commissioner Jacobs, seconded by Commissioner Norris and passed unanimously to adjourn the Board Meeting at 8:55 A.M.

APPROVED:


Ida L. Smith, Clerk to Board


David L. Dutton, Jr., Chairman