

**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., July 6, 1998, for a scheduled Public Hearing regarding the Program Amendment for the 1996 Columbus County Community Development Block Grant Project and at 8:10 A.M. 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

**PUBLIC HEARING - PROGRAM AMENDMENT FOR THE 1996 COLUMBUS  
COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT**

Chairman David L. Dutton, Jr. called the Public Hearing to order for comments on the Program Amendment for the 1996 Columbus County Community Development Block Grant Project.

The Chairman requested anyone wishing to speak concerning the Program Amendment for the 1996 Community Development Block Grant Project for Columbus County to be recognized by stating their name.

Haskell Rhett, representing the Cape Fear Council of Governments, presented the Board with an update regarding the Community Development Block Grant Scattered Housing Project for Columbus County. Mr. Rhett stated that five (5) persons on the original Application List of fourteen (14) have been deleted, due to various reasons causing their applications to become ineligible, and five (5) additional applicants have been added.

There were no other comments.

#### **PUBLIC HEARING CLOSED**

A motion was made by Commissioner Wilson, seconded by Commissioner Jacobs and passed unanimously to close the Public Hearing at 8:10 A.M.

#### **BOARD MEETING COMMENCED AT 8:10 A.M.**

Chairman David L. Dutton, Jr. called the meeting to order and Commissioner C.W. Williams 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 June 15, 1998, Board Meeting.

#### **CONSENT AGENDA ITEMS**

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

#### **Refunds:**

Request a refund in the name of Thomas L. & Mona B. Davis, 7869 Old 74, Evergreen, N.C. 28438. Property is double listed in the name of Fred & Deborah Simmons. Refund includes \$9.89 interest. Amount \$479.63, Value \$53,200, Year 1997, Account #12-06300.

Request a refund in the name of James E. Hagood, 204 W. Oak St., Lake Waccamaw, N.C. 28450. Paid user fee on two (2) houses. There is only one house on the property. Amount \$60.00, Value \$N/A, Year 1997, Account #08-08003.

Request a refund in the name of Alice Faye Strickland, 3738 Old Stake Road, Chadbourn, N.C. 28431. Property double listed in the name of Anthony Mark & Tanya

Strickland. Amount \$237.54, Value \$17,300, Year 1997, Account #16-13460.

**Releases:**

Release the user fee in the name of William J. Blackwell, III. Mobile home is vacant. Amount \$60.00, Value \$N/A, Year 1997, Account #01-06390.

Release the user fee in the name of Billy & Lisa Jones. Mobile home vacant. Amount \$100.00, Value \$N/A, Year 1997, Account #03-12141.

Release the user fee in the name of Bettye J. & Willie Monroe. House is vacant. Amount \$30.00, Value \$N/A, Year 1993, Account #01-62729.

Release the user fee in the name of Bettye J. & Willie Monroe. House is vacant. Amount \$30.00, Value \$N/A, Year 1994, Account #01-62729.

Release the user fee in the name of Bettye J. & Willie Monroe. House is vacant. Amount \$60.00, Value \$N/A, Year 1995, Account #01-62729.

Release the user fee in the name of Bettye J. & Willie Monroe. House is vacant. Amount \$60.00, Value \$N/A, Year 1996, Account #01-62729.

Release the user fee in the name of Earl & Deborah C. Lynn Nealey. House was vacant in 1997. Amount \$100.00, Value \$N/A, Year 1997, Account #09-21465.

Release the user fee in the name of Betty L. Williamson. House used for storage. Amount \$100.00, Value \$N/A, Year 1997, Account #16-17356.

Release the value of a mobile home in the name of Martie B. Brown. Home in Bladen County. Amount \$129.54, Value \$7,430, Year 1996, Account #15-05903.

Release the value of a mobile home in the name of Margie B. Brown. Mobile home in Bladen County. Amount \$154.89, Value \$7,180, Year 1997, Account #15-05903.

Release the value of three (3) mobile homes in the name of Daylon B. Gore. Billed with nine (9) mobile homes. There are only six (6) mobile homes on property. Amount \$327.15, Value \$3,000, Year 1997, Account #07-00677.

Release the value of the property in the name of Joe & Ellen Lyons (Heirs). Property double listed in the name of Alvin Graham. Amount \$32.56, Value \$3,700, Year 1995, Account #15-24560.

Release the value of the property in the name of Joe & Ellen Lyons (Heirs).

Property double listed in the name of Alvin Graham. Amount \$33.30, Value \$3,700, Year 1996, Account #15-24560.

Release the property value in the name of Joe & Ellen Lyons (Heirs). Property double listed in the name of Alvin Graham. Amount \$198.05, Value \$24,000, Year 1997, Account #15-24560.

Release a portion of the property value in the name of Gary B. & Myra H. Nobles. Billed with incorrect property value. Amount \$133.38, Value \$17,100, Year 1995, Account #12-20707.

Release the value of a mobile home in the name of Eliza Mitchell Spaulding. Home double listed in the name of Herman Spaulding. Amount \$9.36, Value \$1,000, Year 1996, Account #08-17372.

Release the value of a mobile home in the name of Eliza Mitchell Spaulding. Home double listed in the name of Herman Spaulding. Amount \$107.65, Value \$1,000, Year 1997, Account #08-17372.

Release the value of a mobile home in the name of Amy Strickland. Ms. Strickland has never owned a mobile home. Amount \$9.36, Value \$1,000, Year 1996, Account #13-38354.

Release the value of a mobile home in the name of Amy Strickland. Ms. Strickland has never owned a mobile home. Amount \$107.65, Value \$1,000, Year 1997, Account #13-38354.

Release the value of a mobile home in the name of Rhonda Sue Strickland. Home was repossessed on April 24, 1996. Amount \$229.89, Value \$16,990, Year 1997, Account #16-15160.

**Amendment to June 15, 1998 Refunds/Releases:**

Release the district fee in the name of Gary B. & Myra H. Nobles. Account #01-26785. The correct year should be 1991 not 1997.

Release a portion of the property value in the name of Jesse Fisher, Jr. Account #01-26785, bill #43387. The correct amount of the release should be \$128.70 not \$161.10.

Release the value of a mobile home in the name of Hollie Anthony Hampton.

Account #04-06954. The correct amount of the release should be \$226.22 not \$190.13.

**AGREEMENT (OPERATIONAL) - USDA NATURAL RESOURCES  
CONSERVATION, DIVISION OF SOIL AND WATER CONSERVATION**

A motion was made by Commissioner Gray, seconded by Commissioner Norris and passed unanimously to approve an Operational Agreement as follows:

**OPERATIONAL AGREEMENT  
Between the  
UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE  
and  
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-  
DIVISION OF SOIL AND WATER CONSERVATION  
and  
THE COLUMBUS SOIL AND WATER CONSERVATION DISTRICT  
and  
COLUMBUS COUNTY, NORTH CAROLINA**

For their Cooperation in the  
Conservation of Natural Resources

**BACKGROUND STATEMENT AND PURPOSE**

**THIS AGREEMENT** is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the DENR-Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Columbus Soil and Water Conservation District, and Columbus County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this Agreement is to supplement the Cooperative Working Agreement between the USDA-Natural Resources Conservation Commission, and Columbus Soil and Water Conservation District. This Operational Agreement documents those areas of common interest of the federal, state and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit and responsibility.

**AUTHORITIES, STATUTES, LAWS**

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

DSWC is authorized to enter into this Agreement by North Carolina General Statutes "Sec." 139-4 and "Sec." 143B-294 - "Sec." 143B-297.

The District authority is defined in Soil Conservation District Law, General Statutes of North Carolina "Sec." 139-1 - "Sec." 139-47.

The County is authorized to enter into this Agreement by North Carolina General Statute "Sec." 153A-11 and "Sec." 160A-461 - "Sec." 160A-464.

## **ROLES AND RESPONSIBILITIES:**

### **CONSERVATION PROGRAM IMPLEMENTATION**

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resources conservation program in areas of mutual concern. The implementation of all programs will be done in accordance with program policy and procedure developed for that specific program.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for resource planning and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation program implementation. The parties will coordinate with public and private resource groups, other resource agencies, and interested parties to share information and resources as needed to facilitate implementation of the conservation program.

Setting Program Priorities: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further agree to annually re-evaluate established priorities and adjust as warranted. SWCD supervisors have responsibility to organize local work groups to assess resource conditions and establish local priorities.

Programs to be Implemented: The parties agree to use federal, state, and local programs in a complimentary fashion to address local priorities and concerns. Attachment A includes a list of programs that will be utilized to address priorities and concerns.

Marketing: The parties agree to conduct a common effort to inform the public of program opportunities and benefits.

### **TECHNICAL STANDARDS AND JOB APPROVAL AUTHORITY**

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, maintenance, and interpretation of the Field Office Technical Guide.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice (job approval) authority which is based on acquired knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice (job approval) authority will be determined and documented according to NRCS National Engineering Manual, Part 501.

## **PERSONNEL AND FISCAL MANAGEMENT**

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will work together to provide staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation program. Staffing will be a mix of employees provided by federal, state, county and district resources. There are certain authorities delegated to specific staff as follows:

### **Department Head**

The parties jointly agree that the District Conservationist will serve as the department head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

### **Personnel Management**

The management of personnel will be as follows:

- a) Hiring and dismissal of employees is the responsibility of their respective parties.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) The management of county and/or district employees is the responsibility of the district board of supervisors and/or county manager. In the interest of facilitating these responsibilities the Department Head is delegated the authority for:
  - 1) Daily supervision and guidance;
  - 2) Leave (absence from duty) coordination and approval up to 5 days/hours; and
  - 3) Delivery of employee training and development.
- d) The Department Head will make recommendations to the district board of supervisors regarding the following in accordance with county government policy:
  - 1) Recruitment and hiring of district employees;
  - 2) Employee performance evaluation, including awards, disciplinary actions and separation;
  - 3) Leave coordination and approval exceeding 5 days/hours;
  - 4) Certification of Time and Attendance reports;
  - 5) Determination and approval of training requiring expenditure of district funds; and
  - 6) For counties with technicians cost shared through the state's Agriculture Cost Share Program, responsibility for documenting the number of hours worked annually for each position cost shared by the states Agriculture Cost Share Program and spent on non-point source pollution control issues.

In the event that a district employee feels aggrieved, their recourse is to the district board. County government policy will be followed where appropriate. The parties agree to work cooperatively to resolve employee grievances.

Hiring, supervision, development, evaluation and dismissal of employees will be done in accordance with applicable law and specific governmental or agency policy.

### Fiscal Management

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head will actively assist the district with the following:

- 1) Development of operating budgets;
- 2) Tracking of expenditures for maintaining funding accountability; and
- 3) Making recommendations regarding expenditure of funds and purchases.

### **RECORDS, FACILITIES, AND EQUIPMENT**

The parties will work together to provide office space, vehicles, and equipment within funding limits, operating guidelines, authorities, federal and state laws, and local ordinances. The parties will work cooperatively to share these resources through the use of formal and informal agreements as follows:

Office Space - In new Service Center USDA, NRCS will reimburse county 50%, Division of SWC 20% and Columbus County will furnish 40% of space needed.

Vehicles - Two (2) vehicles will be furnished by NRCS to be used by District Technicians. County will reimburse NRCS \$2,000.00. County will in turn bill the Division of Soil and Water one-half (½) of the Vehicle Agreement.

Equipment - Owned by NRCS, District, and/or Columbus County. Use will be shared by both agencies.

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law.

### **FEE FOR SERVICES**

The parties recognize that nonfederal signatories may establish procedures to collect fees, where permissible, for delivery of such services which are not provided through federal financial or technical assistance.

### **ACCOUNTABILITY**

The parties agree to cooperatively develop and utilize FOCS resource and program databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report and Plan of Operations to the other signatories of this Agreement by October 1st of each year. The District will also provide a copy of the Long Range Plan which, at no time, will be in excess of five (5) years old.

### **SCOPE OF AGREEMENT**

This Agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts,



memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

**TORT LIABILITY**

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

**CIVIL RIGHTS**

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity in all aspects of the conservation program through effective outreach and marketing.

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the Secretary of Agriculture (7CFR-5, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

**REVIEW/MODIFICATION/TERMINATION**

This Agreement will be reviewed at least annually. The Agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving sixty (60) days written notice to the other parties.

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**BY:** \_\_\_\_\_  
State Conservationist

**Date:** \_\_\_\_\_

**DENR-DIVISION OF SOIL AND WATER CONSERVATION**

**BY:** \_\_\_\_\_  
Director

**Date:** \_\_\_\_\_

**COLUMBUS SOIL AND WATER CONSERVATION DISTRICT**

**BY: /s/ Gilbert Anderson, Chairperson**

**Date: 6-11-98**

**COLUMBUS COUNTY**

**/s/ David L. Dutton, Jr., Chairman  
Columbus County Board of Commissioners**

**Date: 7-6-98**

**CONTRACT - SOCIAL SERVICES/EMPLOYMENT SECURITY**

**COMMISSION/FIRST STOP PROGRAM**

A motion was made by Commissioner Williams, seconded by Commissioner Norris and passed unanimously to approve Social Services to enter into a Contract with the Employment Security Commission to purchase the services of an employment interviewer

for the First Stop Program. A copy of the Contract, properly executed, is on file in the office of the Clerk to the Board and the office of the Social Services' Attorney.

**AUTOPSY TRANSPORTATION - DESIGNATION PROCEDURES**

A motion was made by Commissioner Williams, seconded by Commissioner Wilson and passed unanimously to adopt the following Autopsy Transportation Procedures:

1. Upon a death, the family designates the funeral home of their choice.
2. If an autopsy is required, it is the designated funeral home's responsibility to transport the body to and from Chapel Hill or they designate a transport service.
3. No designation, the Coroner will have a rotation system.
4. All transporters will have State Certification and will have on file with Columbus County a copy of that certification.

**RESOLUTION - BOARD MEETING CANCELLATION**

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

**NOTICE and RESOLUTION to CANCEL MEETING**  
**of the BOARD of COUNTY COMMISSIONERS**  
**of COLUMBUS COUNTY, NORTH CAROLINA**

The Board of County Commissioners of Columbus County, North Carolina, unanimously approved on the 6th day of July 1998, to adopt the following Resolution.

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

**WHEREAS**, the Board of County Commissioners of Columbus County, North Carolina, has presently scheduled meetings at 8:00 A.M. on the first Monday and 7:30 P.M. on the third Monday of each month; and

**WHEREAS**, the Board of County Commissioners of Columbus County, North Carolina, is desirous of canceling the meeting scheduled for the third Monday, July 20, 1998, only.

**BE IT, THEREFORE, RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF COLUMBUS COUNTY, North Carolina, pursuant**

to N.C.G.S. 153A-40, shall hold the next regularly scheduled meeting in the Columbus County Commissioners' Chambers, 111 Washington Street, Whiteville, North Carolina on Monday, August 3, 1998, at 8:00 A.M.

**BE IT, FURTHER, RESOLVED** by the Board of County Commissioners that a copy of this Resolution and Notice shall be placed on the Courthouse Bulletin Board, as well as mailed to all of the news media who has requested notice.

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**

**/s/ DAVID L. DUTTON, JR., CHAIRMAN**

**ATTESTED BY:**

**/s/ Ida L. Smith, CLERK TO BOARD**

**EMERGENCY SERVICES - FRANCHISE APPLICATION/AGREEMENT  
APPROVAL FOR CAROLINAS MEDICAL RESPONSE, INC.**

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to approve the following Franchise Application/Agreement for Carolinas Medical Response, Incorporated to provide non-emergency ambulance services in Columbus County.

**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, Carolinas Medical Response, Incorporated, 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 Carolina Medical Response, 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 Carolinas Medical Response, Incorporated at the regular scheduled meeting of the Board of Commissioners of Columbus County on the 6th day of July, 1998.

(Seal)

/s/ David L. Dutton, Jr.

**Chairman, COLUMBUS COUNTY  
BOARD of COMMISSIONERS**

**ATTESTED BY:**

/s/ Ida L. Smith, Clerk to Board  
(Corporate Seal)

**CAROLINAS MEDICAL RESPONSE,  
INC.**

**ATTESTED BY:**

/s/ Belinda Buffkin

/s/ Lloyd Thomas Buffkin, Sr.  
President/CEO

**SOLID WASTE - ENVIRONMENTAL MONITORING FOR LANDFILL**

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to approve the following Proposal for Environmental Monitoring Services for the Columbus County Landfill from Titan Atlantic Group.

**SCOPE OF SERVICES**

- Collect a ground-water sample for chemical testing from each on-site monitoring well (nine total). Quality assurance/control samples will be collected in the form of an equipment rinse blank and a trip blank during the ground-water sampling event for chemical testing. The collected samples, including the equipment blank, will be chemically tested for constituents listed in Appendix II of 40 CFR Part 258. The trip blank will be chemically tested for volatile organic aromatics (VOAs) using EPA Method 8260. Sampling activities will be conducted in accordance with the NCDENR guidelines;
- Collect surface water samples from the on-site stream at locations upgradient and downgradient from the landfill (two total). The collected surface water samples will be chemically tested for the constituents listed in Appendix II of 40 CFR Part 258. The surface water samples will be collected following applicable regulatory standards;
- Titan will measure methane gas concentrations at 10 points on site using a LandTec Gem-500 LFG Monitor, which detects the presence of oxygen, carbon dioxide, and

percent lower explosive limit (LEL). Methane monitoring activities will be conducted quarterly (four total), with initial scheduling dependent on the last monitoring event completion date;

- In accordance with 15 A NCAC 13B .1632 the results of the groundwater sampling event will be evaluated using the statistical analysis of historical groundwater data compared to the recent sampling results. The statistical analysis will be performed using the Environmental Protection Agency (EPA) developed program Groundwater Information Tracking System/Statistic Software (GRITS/STAT) for analysis of groundwater data. The GRITS/STA will be used to store, analyze and report groundwater data and to perform statistical analysis of the groundwater data to determine if regulatory thresholds have been met or exceeded;
- Prepare a report in accordance with NCDENR requirements detailing the recent groundwater sampling event. The following information will be included in the submitted report:
  - Field observations;
  - Field data collected during ground-water sample collection (pH, conductivity and temperature);
  - Methane gas monitoring results;
  - Chemical test results for surface and groundwater samples;
  - Statistical analysis;
  - Sampling methodologies;
  - Quality assurance and quality control data;
  - Groundwater contour and isoconcentration maps; and
  - Any other pertinent information related to the monitoring and sampling activities.

The work associated with this project will be under the direction of a Professional Engineer registered in the State of North Carolina specializing in geo-environmental engineering.

### **COST OF SERVICES**

We agree to provide the proposed services on a lump sum basis in accordance with our proposed budget estimate, which is based on Titan's understanding of your project needs and the NCDENR regulatory requirements. The applicable tasks and costs for the remaining 1998 monitoring activities are as follows:

Ground-water Sampling (one annual event in conjunction with one Methane Monitoring Event for the 2nd quarter)	\$ 3,500
Appendix II Chemical Testing	11,000

Methane Gas Monitoring (two separate events, 3rd and 4th quarters)	2,000
Report Preparation (including Statistical Analysis)	<u>4,000</u>
<b>TOTAL LUMP SUM COST</b>	<b>\$20,500</b>

The proposed lump sum budget is based on limited site-specific information and does not include costs for disposal of potentially-impacted ground-water.

Titan's fees for any additional work related to this project will be based on the following unit rate basis:

Principal Engineer - Design Services	\$ 85.00/hour
Senior Engineer - Project Management	\$ 70.00/hour
Field Engineer - Inspection Services	\$ 50.00/hour
Mileage	\$ 0.40/mile
Chemical Testing (Appendix I analysis)	\$480.00/sample
Field Equipment Rental	\$165.00/day

### **SCHEDULE**

Upon receipt of your written authorization, Titan will proceed immediately with scheduling submittal of the required NCDENR notification. The total time to complete the project is estimated to be approximately five (5) weeks, including preparation of the landfill monitoring report. This schedule does not include delays that may be caused by contractor schedules, adverse weather, permitting delays, or other conditions beyond the control of Titan.

### **PROPOSAL ACCEPTANCE AND WORK AUTHORIZATION**

#### **FOR**

#### **ENGINEERING, CONSTRUCTION, AND INDUSTRIAL SERVICES**

THIS AGREEMENT, made as of July 6, 1998, between Titan Atlantic Group, Incorporated ("Titan") of 2725 East Millbrook Road, Suite 121, Raleigh, North Carolina 27604 and Columbus County Board of Commissioners ("Client"), provides:

1. **Services.** Titan agrees to provide Client those certain services set forth in paragraph 2 below in connection with Client's project ("The Project") described as follows:

**Columbus County Landfill  
Whiteville, NC 28472**

2. **Scope of Work.** Titan agrees to provide and Client authorizes Titan to



provide the following services:

**Per Titan Proposal No. P-8075-20A**

3. **Payment.** Client agrees to pay for all services provided by Titan and for all expenses incurred by Titan in accordance with the attached fee schedule and/or proposal. Payment shall be due upon receipt of Titan's invoice.
4. **Terms and Conditions.** This Agreement shall be subject to all of the terms and conditions set forth on the reverse side hereof, which terms and conditions are expressly made a part of this Agreement and made a part of any work product issued by or work performed by Titan pursuant to this Agreement.

WITNESS the following signatures:

**Titan Atlantic Group, Inc.**  
**By: /s/ Thomas M. Schipporeit, P.E.**  
**Date: 6-29-98**

**COLUMBUS COUNTY BOARD OF  
 COMMISSIONERS**  
**By: /s/ David L. Dutton, Jr.**  
**Date: 7-6-98**

**APPOINTMENT - TRAVEL & TOURISM BOARD**

Commissioner Sammie Jacobs, Zone III, appointed J.D. Moore to serve on the Travel & Tourism Board to replace Nadine Patrick, with term expiring December 2000.

**APPOINTMENT - SOUTHEASTERN COMMUNITY COLLEGE BOARD OF  
 DIRECTORS**

Commissioner Sammie Jacobs, Zone III, appointed Samuel G. Koonce to serve on the Southeastern Community College Board of Directors to replace Ray Wyche, who resigned, with term expiring June 30, 1999.

**SOUTHEASTERN COMMUNITY COLLEGE - 1997-98 CAPITAL OUTLAY FUNDS**

**RESERVED**

A motion was made by Commissioner Wilson, seconded by Commissioner Williams and passed unanimously to direct Gayle Godwin, Finance Officer, to reserve the balance of \$100,000.00 that was appropriated to Southeastern Community College for Fiscal Year 1997-98 Capital Outlay of unexpended funds to be expended in Fiscal Year 1998-99.

**RESOLUTION - REQUESTING SIGNAGE FOR GUIDE COMMUNITY**

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

**RESOLUTION****GUIDE COMMUNITY SIGNAGE**

WHEREAS, the Community of Guide, a historically recognized community located in southern Columbus County, has requested their community be recognized by the North Carolina Department of Transportation by providing signage and denotation on future County maps; and

WHEREAS, a delegation from the Guide Community has requested that the sign identifying their community be placed at the junction point of State Roads 1139 (Howard Cox Road) and 1118 (Miller Road).

NOW, THEREFORE, BE IT RESOLVED that the Columbus County Board of Commissioners unanimously requests the North Carolina Department of Transportation to consider providing signage at the intersection of State Roads 1139 and 1118 and denotation on future County maps for the Guide Community.

ADOPTED this the 6th day of July 1998.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ David L. Dutton Jr., Chairman

ATTESTED BY:

/s/ Ida L. Smith, Clerk to Board

**COLUMBUS COUNTY DISTRICTED WATER - PROFESSIONAL ENGINEERING SERVICES PRESENTATION**

James E. Farson, Project Administrator with HSMM, Incorporated, Architects, Engineers and Planners, Florence, SC stated they have presented proposals for Engineering Services for the Columbus County Water & Sewer Districts III, IV and V and is attending the Board Meeting to demonstrate their interest in providing Engineering Services.

**COMMUNITY DEVELOPMENT BLOCK GRANT (SCATTERED SITE HOUSING) - PROGRAM AMENDMENT**

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

passed unanimously to approve the Program Amendment for the 1996 Columbus County Community Development Block Grant - Scattered Site Housing Project, as presented by Haskell Rhett, representing Cape Fear Council of Governments.

**CLOSED SESSION**

At 8:42 A.M., a motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to enter a Closed Session in accordance with G.S. 143-318.11(a)(5).

**RESUMED REGULAR SESSION**

At 9:20 A.M., a motion was made by Commissioner Gray, seconded by Commissioner Jacobs and passed unanimously to adjourn Closed Session and resume Regular Session.

No action was taken.

**EMERGENCY MEDICAL SERVICES - BILLING PRESENTATION**

Chad Williams, Emergency Medical Billing Services Consultant, Winston Salem, NC reported that his Consulting Firm has the ability to bill for all Emergency Medical Services in Columbus County for a ten percent (10%) fee of what is collected.

The Chairman advised Mr. Williams to prepare a proposal for Emergency Medical Services billing for Columbus County to be presented to the Columbus County Board of Commissioners for consideration.

**COLUMBUS COUNTY DISTRICTED WATER - PROFESSIONAL ENGINEERING SERVICES PRESENTATION**

Fred Hobbs, representing Hobbs, Upchurch & Associates, Southern Pines, NC, stated they have presented proposals for Engineering Services for the Columbus County Water & Sewer Districts III, IV and V and their firm is interested in providing Engineering Services.

**MEETING RECESSED**

A motion was made by Commissioner Gray, seconded by Commissioner Britt and passed unanimously to recess the Board Meeting at 9:30 A.M. and resume at 7:00 P.M., Monday, July 13, 1998, in the Superior Court Room of the Columbus County Courthouse for the purpose of holding a Public Hearing regarding the Proposed Secondary Roads Construction Program for 1998-99.