

COLUMBUS COUNTY BOARD OF COMMISSIONERS**Monday, June 7, 2004****7:30 P.M.**

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

COMMISSIONERS PRESENT:

Bill Memory, **Chairman**
 David L. Dutton, Jr., **Vice Chairman**
 Kipling Godwin
 Sammie Jacobs
 Amon E. McKenzie
 Lynwood Norris
 C.E. "Gene" Wilson

APPOINTEES PRESENT:

Billy Joe Farmer, **County Administrator**
 James E. Hill, Jr., **County Attorney**
 Darren L. Currie, **Assistant County Administrator**
 June B. Hall, **Clerk to Board**
 Gayle B. Godwin, **Finance Officer**

7:15 P.M.: Public Hearing - Entrepreneurship Assistance Grant for the Community Development Block Grant (CDBG)

PUBLIC HEARING OPENED:

At 7:15 P.M., Chairman Memory opened the Public Hearing and stated the purpose of this hearing is to receive input from the citizens of Columbus County on the application of this grant which will provide technical assistance for new or existing micro-enterprises. Chairman Memory requested Darren L. Currie, Assistant County Administrator, and Beverlee Nance, Southeastern Community College, to present the necessary information regarding this grant.

Mr. Currie stated Southeastern Community College would take the leading role with this grant and asked Ms. Nance to explain and answer any questions that were presented. Ms. Nance stated the following:

1. Home Grown Jobs through Entrepreneurship Development: Community Demonstration Projects.
2. Sponsored by the North Carolina Rural Center and the North Carolina Division of Community Assistance.
3. Primary source of funds is the Community Development Block Grant under the Small Cities Program.
4. We have been selected to submit a proposal of sixty thousand and 00/100 (\$60,000.00) dollars after initially submitting the letter of intent on behalf of Columbus County with Chairman Bill Memory's signature.
5. One (1) of ten (10) projects selected to submit proposal.
6. Brief synopsis of proposed idea:
 - A. Stimulating the Mom and Pop Economy
 - B. Small business development with the following as proposed plan:
 - Asset mapping to identify resources and needs
 - Entrepreneurship forum - discuss needs and identify opportunities
 - Develop as resource guide for business start up
 - Sponsorship of business plan competition with supporting counseling, classes, seminars and workshops
 - Entrepreneurial networking, coaching and mentoring program
7. Columbus County Government will submit grant with Southeastern Community College's Continuing Education Division, with particular emphasis from Small Business Center.
8. Southeastern Community College will serve as the lead facilitator.
9. The partners in grant are to include: Chambers of Commerce, EDC, Duke Endowment for Rural Carolinas - Discover Columbus County and 21st Century Communities Initiative.

Commissioner McKenzie asked how this grant originated. Ms. Nance replied stating the North Carolina Rural Development allocated funds for entrepreneurship.

Darren L. Currie, Assistant County Administrator, stated this CDBG grant will piggyback on the other two (2) grants that are in process now.

Commissioner Jacobs asked if this grant was for technical assistance only. Ms. Nance replied stating yes.

Commissioner McKenzie asked if this grant was for a study only. Ms. Nance replied stating the study had previously been done and this was an implementation grant.

7:30 P.M.: REGULAR SESSION

Agenda Items #1 and #2: MEETING CALLED to ORDER and INVOCATION:

At 7:30 P.M., Chairman Memory called the meeting to order. The invocation was delivered by Commissioner Wilson.

Agenda Item #3: BOARD MINUTES APPROVAL:

Commissioner Norris made a motion to approve the May 17, 2004 Regular Session Board Minutes and the May 19, 2004 Regular Session/Workshop Board Minutes, seconded by Commissioner Dutton. The motion so carried.

Agenda Item #4: SOUTHEASTERN COMMUNITY COLLEGE - INTRODUCTION of INTERIM PRESIDENT:

Rhone Sasser, Chairman of the Columbus County Economic Development Commission, formally introduced Dr. Vincent Revels as the Interim President of Southeastern Community College and stated the following:

1. Columbus County has an ever-growing need for job training in this trying economy.
2. We hope to have a permanent person in place for this position by early fall.
3. Mr. Revels is a native of Robeson County, has worked in the college system for thirty-one (31) years and he came on Board with us in early May, 2004.

Mr. Revels thanked Mr. Sasser for the kind introduction and stated the following:

1. I feel positive that the college is in good hands
2. Everything is running smoothly and on track
3. I appreciate the support you have shown to me and the college.

Agenda Item #5: CONSTRUCTION and DEMOLITION and PROCESSING FACILITY:

Freddie Whitaker, Owner of Coastal Carolina C & D Recycling and Processing Company, presented the following information and requested the Board to vote on holding a Public Hearing for the purpose of showing the public how we process C & D in the near future.

1. This request is separate and apart from the request made ninety (90) days ago.
2. I have located a tract of land far enough from the public highway and dwellings to avoid any major concern by the citizenry.

Chairman Memory stated this property was off of Highway 905 between Pireway and the South Carolina State Line and situated on Old Dothan Road.

Commissioner Wilson made a motion to hold a Public Hearing on July 6, 2004, the first Board Meeting of July, 2004, seconded by Commissioner Jacobs.

Commissioner McKenzie asked how does the public feel about this proposed project. Mr. Whitaker replied stating that was the reason for holding the Public Hearing.

Commissioner Wilson withdrew his motion and Commissioner Jacobs withdrew his second.

Mr. Richard M. Lovelace, Jr., associated with State Line Environmental Services, LLC, stated he had submitted an application for a Host Agreement accompanied by a Public Hearing, at the April 5, 2004 Board Meeting. At that time, it was the decision of the Board to wait ninety (90) days before rendering a decision, and the ninety (90) days are up.

After discussion was conducted relative to these two (2) requests being in the same or two (2) separate and apart requests, it was clarified that the request being submitted by Mr. Whitaker was indeed separate and apart from the request previously submitted by Mr. Lovelace.

Commissioner Godwin stated that these two (2) requests being submitted were for the same type facility, but at two (2) separate locations located in the same general vicinity, a public hearing could be established to accommodate both at the same time for the purpose of discovering the general concept of the public regarding this matter. Commissioner Godwin suggested a Public Hearing to be conducted on a night other than a Board Meeting date to allow the public adequate time to speak. Commissioner Godwin recommended a Public Hearing to be held on July 12, 2004, at 7:00 P.M., at Guideway Elementary School to receive the general concept of the public on these two (2) requests that have been submitted.

Commissioner McKenzie made a motion to establish a Public Hearing on July 12, 2004, at 7:00 P.M., at Guideway Elementary School to receive the general concept of the public regarding the two (2) requests that have been submitted by Richard M. Lovelace, Jr., State Line Environmental Services, LLC, and Freddie Whitaker, Coastal Carolina C & D Recycling and Processing Company, LLC. This motion was seconded by Commissioner Dutton. The motion so carried.

Agenda Item #6: CITY of WHITEVILLE - REQUEST for FUNDS:

Susan Rhodes, Whiteville City Manager, requested Board approval for funds in the amount of one thousand five hundred and 00/100 (\$1,500.00) dollars for a subsoil analysis needed in the process of installing lighting along U.S. Highway 74 interchange at U.S. Highway 701 Bypass.

Commissioner McKenzie made a motion to approve funds in the amount of one thousand five hundred and 00/10 (\$1,500.00) dollars to be paid to the City of Whiteville for a subsoil analysis needed in the process of installing lighting along U.S. Highway 74 interchange at U.S. Highway 701 bypass, seconded by Commissioner Godwin. The motion so carried.

Agenda Item #7: SHERIFF - ADOPTION of NEW ORGANIZATIONAL CHART REQUESTING SEVEN (7) NEW POSITIONS:

Sheriff Chris Batten requested Board approval and adoption of a new Organizational Chart with seven (7) new positions. In Sheriff Batten's stead, Sanford Hardee stated these additional positions had been discussed at the June 1, 2004 Budget Workshop and that six (6) of these positions would be funded by the Board of Commissioners and one (1) would be funded by the Department of Social Services.

Commissioner Norris made a motion to approve the adoption of the new Organizational Chart requesting seven (7) new positions, seconded by Commissioner McKenzie. The motion so carried.

Agenda Item #8: APPROVAL of RE-BIDDING PRICES for NUTRITION LUNCHES:

Ed Worley, Aging Director, requested Board approval of the prices obtained from Bateman and Company during the re-bidding process for nutrition lunches. The bid price is for a three (3) year term on a sliding scale as follows:

<u>Number Meals Per Day</u>	<u>Rate Per Meal</u>
300-309	\$2.72
290-299	\$2.77
280-289	\$2.83
270-279*	\$2.89
260-269	\$2.96
250-259	\$3.03
240-249	\$3.11
230-239	\$3.19
220-229	\$3.29

*Presently the daily average for twelve (12) months.

Commissioner McKenzie made a motion to approve the re-bidding prices as submitted by Bateman and Company as per the above listed prices, on a sliding scale, for a three (3) year term, seconded by Commissioner Norris. The motion so carried.

Agenda Item #9: TRAVEL and TOURISM - DEPARTMENTAL UPDATE:

Kim Huffham, Director of Columbus County Travel and Tourism, presented the following Departmental Update.

1. The Marketing Activities are as follows:
 - A. Advertising Placement;
 - B. Trade Shows Attended;
 - C. Groups Hosted; and
 - D. Media.
2. Other Activities:
 - A. NC Extranet website update - VisitNC.com;
 - B. Submitted group tour itineraries to NC Department of Tourism, Film. & Sports Development for inclusion on CD distributed to over 1,000 tour operators and travel agents; and
 - C. Inquiries fulfilled to date: 431 packets.
3. Grants Received:
 - A. 4-1 Matching grant received from the North Carolina Department of Tourism;
 - B. Film and Sports Development for redesign of the Columbus County Tourism Bureau website. Total reimbursement - \$6,750.00. Site to go live by July 1, 2004.; and
 - C. "Discover Columbus" tourism development project grant. Currently underway - tourism asset mapping meetings.
4. Grants Distributed - (\$9,500):
 - A. NC Pecan Harvest Festival
 - B. NC Strawberry Festival
 - C. NC Watermelon Festival
 - D. NC Yam Festival

- E. Cycle NC
- F. Tabor City Visitor Center Study
- G. Strickland Corn Maze
- H. Columbus County Arts Council
- I. Wildlife Expo
- J. Tabor City Sports
- 5. Presentations Given:
 - A. Chadbourn Lions Club
 - B. Whiteville Rotary Club
 - C. Whiteville Lions Club
 - D. Migrant Workers Meeting
 - E. East Coast Hunters Association
 - F. Moldavian Delegation
- 6. Committee Involvement:
 - A. 21st Century Executive Committee
 - B. 21st Century Location and Proximity Committee - Co-Chairperson
 - C. "Discover Columbus" Core Team
 - D. "Discover Columbus" Heritage/Ecotourism Committee - Co-Chair
 - E. NC Museum of Forestry - Board of Directors
 - F. North Carolina Association of Convention and Visitors Bureaus
 - G. Cycle NC
 - H. Business and Parent Advisory Council
 - I. Coastal Carolina Tourism Alliance
 - J. East Coast Greenway - Columbus County Steering Committee
 - K. Community Events Committee
- 7. In the upcoming fiscal year, we will begin Phase II of the Research Project. Phase I is phasing out.
- 8. We are having a Comprehensive Visitors Guide published and should be ready in twelve to eighteen (12-18) months.
- 9. We are looking into agri-tourism.
- 10. We are doing a project on African American Heritage.
- 11. We are looking into branding.

Ms. Huffham stated the Occupancy Tax was up ten (10%) percent over last year's amount.

Agenda Item #10: ADMINISTRATION - APPROVAL of CONTRACT for EASTERN COLUMBUS COUNTY WATER FEASIBILITY STUDY:

Natalie Carroll, Project Manager, requested Board approval of the following contract (stated as Professional Services Proposal) for Eastern Columbus County Water Feasibility Study with McKim and Creed.

May 27, 2004

PW03922

Billy Joe Farmer
 County Administrator
 Columbus County
 111 Washington Street
 Whiteville, North Carolina 28472

**RE: Eastern Columbus County Water Feasibility Study
 Professional Services Proposal**

Dear Billy,

McKim & Creed is pleased to provide this proposal for professional engineering services for the referenced project.

I. PROJECT UNDERSTANDING

In response to the need for a safe drinking water supply in the eastern and northeastern portions of Columbus County, a study will be performed to determine the feasibility of providing public water service to these areas. It is anticipated that a water system in these areas would likely be regional in nature due to the population densities and the readily available supply of raw water that could be obtained via the Lower Cape Fear Water and Sewer Authority raw water system. This purpose of this study will be to evaluate alternatives for water supply, regional issues, financing strategies, potential costs, and other related issues.

II. SCOPE OF SERVICES

- A. Water Feasibility Study

McKim & Creed will prepare a feasibility study for the planning and implementation

of a potable water system in eastern and northeastern Columbus County. This study shall include the following scope of services:

- Assemble available mapping and outline the study area
- Identify significant industrial interests
- Determine the existing water facilities in the area
- Compile population data by census tracts for the study area (2000 Census)
- Develop demands and a projection of needs
- Project population for ten and twenty year periods
- Conduct interviews with significant industrial interests in the area to determine their potential potable water needs
- Develop projections of water needs for both domestic and industrial requirements. These needs will be projected for the ten and twenty year periods
- Prepare estimates of projected water demands for the identified needs
- Evaluate alternatives for meeting the water needs of the study area. Alternatives may include the use of groundwater, the purchase of water from existing industries or municipalities, or by developing a water treatment system utilizing raw water from the Lower Cape Fear Water and Sewer Authority system
- Prepare cost opinions for the alternatives to meet the water needs
- Verify sources of funding for construction and prepare a financial plan and analysis of water rates
- Prepare a preliminary engineering report that encompasses a comprehensive plan for water facilities including figures and maps for alternatives and the proposed facilities
- Prepare a final Planning/Engineering Report for public distribution
- Grant administration and assistance

B. Water System Interconnectivity Evaluation

McKim & Creed will include as part of the feasibility study detailed in Item A above, an evaluation of interconnectivity for the Columbus County water system with surrounding Counties, municipalities, industry and other significant water systems. This scope of services shall include the following:

- **Identify Counties, municipalities, water systems and significant industrial users within and surrounding Columbus County**
- **Assemble available as-builts and mapping of existing water systems**
- **Define water system capacities, demands, and projected demands of existing water systems with the potential for interconnectivity with Columbus County**
- **Perform hydraulic evaluation of the current Columbus County water system to include potential interconnections with other existing water systems**
- **Conduct consultations with existing water system owners to determine interest and viability of interconnections**
- **Evaluate infrastructure alternatives for interconnections with existing water systems. This may include booster-pumping stations, elevated or ground storage tanks, piping improvements, and SCADA improvements**
- **Prepare cost opinions for the alternatives to implement interconnections**
- **Develop a preliminary analysis of bulk water rates for the transfer of water via system interconnections**
- **Incorporate alternatives and recommendations as part of the preliminary engineering report noted in Item A above.**
- **Prepare a final Engineering Report for public distribution noted in Item A above**

III OWNER RESPONSIBILITIES

The Owner shall provide access all facilities, billing records, as-builts, copies of relevant data, etc. as required to properly evaluate the Owner's existing system and future improvements.

IV. BASIS FOR COMPENSATION

McKim & Creed will provide the services identified in Section II, Items A and B for the lump sum amounts as indicated in the tables below:

Item A – Water Feasibility Study

Water System Feasibility	\$22,500
Final Engineering Report	\$15,000
Grant Administration	\$6,500
Total – Item A	\$44,000

Item B – Water System Interconnectivity

Interconnectivity Evaluation	\$8,500
Recommendations	\$6,000
Incorporation in Final Report	\$5,200
Total – Item B	\$19,700
Total Fee Amount	\$63,700

Therefore, the total lump sum amount for the scope of services defined in Section II, Items A and B of this proposal is \$63,700. The Owner will be invoiced monthly commensurate with the work completed.

V. ANTICIPATED PROJECT SCHEDULE

We are prepared to begin work immediately upon Authorization to Proceed from Columbus County. The following table provides the anticipated schedule for the scope of services identified in this proposal:

Anticipated Project Schedule

Authorization to Proceed	June 2004
Complete Feasibility Study	September 2004
Complete Cost Analysis	October 2004
Complete Preliminary Report	November 2004
Complete Final Report	December 2004

If this agreement is acceptable, please execute one copy of the letter in the space provided and return to us.

If you have any questions or require clarification, please do not hesitate to contact me at (910) 343-1048 (office) or (910) 612-2387 (cell). We appreciate the opportunity to provide these services for this project and look forward to our continuing work with Columbus County.

Respectfully Submitted,

McKIM & CREED, PA
Tony Boahn, PE
Office Manager

/bhc

APPROVED BY: COLUMBUS COUNTY
/s/ BILLY JOE FARMER
Signature

BILLY JOE FARMER
Name (Print or Type)

June 08, 2004
Date

Vice Chairman Dutton asked Ms. Carroll how big a portion did this entail in eastern Columbus County. Billy Joe Farmer, County Administrator, replied stating it takes in all the services not covered by water districts.

Commissioner Jacobs stated it included the Delco, Buckhead and St. James areas.

Commissioner Norris made a motion to approve the Contract for Eastern Columbus County Water Feasibility Study by McKim and Creed, seconded by Commissioner Jacobs.

Discussion was conducted by the Board members regarding this matter and a vote was taken with the following results:

AYES: Chairman Memory, Commissioners McKenzie, Jacobs, Norris, Wilson and Godwin

NAYS: Vice Chairman Dutton.

The motion so carried with a six (6) to one (1) majority.

Agenda Item #11: ADMINISTRATION - ADOPT ASSIGNMENT AGREEMENT for JAIL PROJECT:

Gail Edwards, Project Manager, requested Board approval of the following Assignment Agreement by and among Freeman White, Incorporated, Ware Bonsall Architects, PLLC, and Columbus County:

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2004, by and among FREEMAN WHITE, INC. ("Freeman White"), WARE BONSTALL ARCHITECTS, PLLC ("Ware Bonsall"), and COLUMBUS COUNTY, NORTH CAROLINA (the "County").

STATEMENT OF FACTS

Freeman White, as architect, and the County, as owner, are parties to that certain Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services dated November 1, 2000 (the "Contract"), pursuant to which Freeman White agreed to provide design and related services for additions and renovations to the Columbus County Detention Center (the "Project"). Freeman White desires to assign and Ware Bonsall has agreed to assume all of Freeman White's rights, duties and obligations under the Contract to Ware Bonsall pursuant to the terms of this Agreement. The County has consented to the assignment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Freeman White hereby conveys, assigns, sells, grants, delivers, and transfers to Ware Bonsall, its successors and assigns, all of its rights, duties, and obligations under the Contract, and Ware Bonsall hereby accepts such assignment and assumes and agrees to hereafter perform all duties and obligations imposed upon Freeman White under the terms of the Contract, and as otherwise required of Freeman White related the Project. Freeman White shall have no further duties or responsibilities for the Project.
2. Freeman White hereby conveys, assigns, sells, grants, delivers, and transfers to Ware Bonsall, its successors and assigns, all of its right, title and interest in and to all drawings, specifications, electronic files and any other documents related to the Contract and prepared as of the date of this Agreement by or on behalf of Freeman White, which arise out of or are in any way related to the Project (the "Contract Documents"), including, without limitation, any rights related to the ownership of the Contract Documents, or any copyright or other intellectual or property right related to the Contract Documents. Within ten (10) days of the date of this Agreement, Freeman White shall deliver all of the Contract Documents to Ware Bonsall.
3. Freeman White acknowledges receipt of \$373,315.61 as payment in full for performing its contractual obligations prior to this Agreement. Ware Bonsall acknowledges a balance remaining of \$114,684.39 for completion of the terms of the Contract. This amount will constitute a lump sum amount, irrespective of actual construction costs, and will be paid in installments commensurate with the percentage of completion of services performed by Ware Bonsall.
4. In accordance with Paragraph 1.3.7.9 of the Contract, the County hereby consents to the terms of this Agreement and the assignment of all rights, duties and obligations under the Contract from Freeman White to Ware Bonsall as provided in this Agreement.
5. The County and Ware Bonsall, for themselves and their predecessors, officers, directors, shareholders, members, owners, agents, employees, principals, subcontractors, consultants, insurers, successors and assigns, do hereby release and forever discharge Freeman White, its officers, directors, shareholders, members, owners, agents, employees, principals, subcontractors, consultants, insurers, successors and assigns, from any and all claims, actions and causes of action, controversies, agreements, suits, demands, damages, in law or in equity, now existing or hereafter arising: (i) related to or in any way arising out of any error, omission, defect or deficiency in the Contract Documents identified by, known to or which, in the exercise of reasonable care, should have been known to or identified by the County, or their agents and consultants, as of the date of this Agreement; (ii) related to the failure of Freeman White, through the date of this Agreement, to perform any of its duties and obligations in accordance with the terms and provisions of the Contract, and which have been identified by, known to or which, in the exercise of reasonable care, should have been known to or identified by the County or their agents and consultants, or (iii) resulting from the use hereafter of the Contract Documents by Ware Bonsall, the County, or their agents, consultants, or designees, or by any third parties after the date of this Agreement.
6. Ware Bonsall shall indemnify and hold Freeman White harmless from and against any and

all liability, damage, loss or expense resulting from any claim against Freeman White by any third party, including without limitation the County or any agent, consultant, contractor, subcontractors, vendor or supplier for the Project, or any of their agents, employees or assigns, and which arises out of the use of the Contract Documents by Ware Bonsall, the County, or their agents, consultants, or designees, or by any third parties after the date of this Agreement.

7. Miscellaneous.

- a. Entire Agreement. The parties hereto acknowledge and agree that they fully understand the meaning and intent of this Agreement, that this Agreement represents the entire agreement between the parties on all matters addressed herein.
- b. Binding Effect. This Agreement is executed by, and shall be binding upon the parties hereto, and their respective successors and assigns. The parties hereto acknowledge and agree that the parties have duly authorized this Agreement, and that the individuals executing this Agreement on behalf of each party is duly authorized to act on that party's behalf.
- c. Severability. In the event that any one or more of the provisions contained in this Agreement shall be declared invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
- d. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of North Carolina, without regard to conflict of laws, principles or domicile of the parties.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first set forth above.

FREEMAN WHITE, INC.

By: (SEAL)

Name:

Title:

WARE BONSCALL ARCHITECTS, PLLC

By: (SEAL)

Name:

Title:

COLUMBUS COUNTY, NORTH CAROLINA

/s/ By: **BILL MEMORY** (SEAL)

Name: BILL MEMORY

Title: Chairman, Columbus County Board of Commissioners

Commissioner Wilson made a motion to approve the Assignment Agreement by and among Freeman White, Incorporated, Ware Bonsall Architects, PLLC, and Columbus County, seconded by Commissioner Norris. The motion so carried.

Agenda Item #12: GOVERNING BODY - APPROVAL to PURCHASE PROPERTY for CONVENIENCE CENTER:

Commissioner Gene Wilson requested Board approval to purchase one (1) acre of land from R. Mack Barfield and wife, Anita Barfield, for the price of ten thousand and 00/100 (\$10,000.00) dollars to be used for a Convenience Center.

Commissioner made a motion to approve the purchase of one (1) acre of land from R. Mack Barfield and wife, Anita Barfield, for the price of ten thousand and 00/100 (\$10,000.00) dollars to be used for a Convenience Center, seconded by Commissioner McKenzie.

Commissioner Godwin stated he had another piece of property located that would be much more convenient than this one would and he was unaware that an Option to Purchase had been entered into.

Vice Chairman Dutton asked Chuck Stanley, Solid Waste Director, if there was a recycling center at the old Landfill. Mr. Stanley replied stating no.

Commissioner Godwin requested that this Agenda item be postponed until the next meeting.

Discussion was conducted among the Board members regarding this matter and a vote was

taken with the following results:

AYES: Chairman Memory, Vice Chairman Dutton, Commissioners McKenzie, Jacobs, Norris and Wilson

NAYS: Commissioner Godwin.

Agenda Item #13: RESOLUTION - RESOLUTION in SUPPORT of ACTIONS to CREATE and MAINTAIN JOBS in NORTH CAROLINA:

Billy Joe Farmer, County Administrator, requested Board approval and adoption of the following Resolution.

County of Columbus

**RESOLUTION IN SUPPORT OF ACTIONS
TO CREATE AND MAINTAIN JOBS IN NORTH CAROLINA**

WHEREAS, the counties of North Carolina are allowed little, if any, leeway in the arena of incentives by the State of North Carolina; **and**

WHEREAS, the Bill Lee Act is too inflexible to help counties which suddenly experience an extreme change in unemployment due to outsourcing of jobs to other countries; **and**

WHEREAS, most people who have lost their jobs have also lost unemployment insurance due to the passage of time; **and**

WHEREAS, many counties such as Columbus County will never see the return of those outsourced jobs; **and**

WHEREAS, adjoining states have "cleaned our plow" in North Carolina because of actions they have taken which has induced companies like BMW to locate in South Carolina, Mercedes Benz to locate in Alabama, and many other similar cases; **and**

WHEREAS, these jobs which have been lost to our neighboring states have created a multi-layered multiplier in jobs/incomes for those states; **and**

WHEREAS, we know North Carolina is "behind the curve" and must do more than simply "play catch-up" to compete for those companies which are expanding and growing; **and**

WHEREAS, North Carolina is no longer known as a corporate-friendly state due to higher corporate taxes and an extremely complex web of environmental and other rules which causes desirable companies to relocate in states other than North Carolina.

NOW, THEREFORE, BE IT RESOLVED that the Columbus County Board of Commissioners beseech all members of the North Carolina Legislative Body to do all that is necessary to change this predicament of high unemployment by designing and developing incentive programs necessary for North Carolina to become known as a corporate-friendly state which will create jobs for the few hundred thousand now out of work.

ADOPTED this 7th day of June, 2004.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ **BILL MEMORY, Chairman**

ATTESTED BY:

/s/ **JUNE B. HALL, Clerk to Board**

Commissioner Jacobs made a motion to approve the Resolution in Support of Actions to Created and Maintain Jobs in North Carolina, seconded by Commissioner Godwin. The motion so carried.

Agenda Item #14: PETITIONS - REQUEST FUNDING for AUDITORIUM at WILLIAMS TOWNSHIP SCHOOL:

David Lee McPherson, Marjorie Gore and Vernon Gurganous, local citizens, made the following presentation.

1. **David Lee McPherson:** I have been elected as the spokesperson for the concerned citizens for the Williams Township School and I would like to state the following:
 - A. We would like to extend an invitation to all the Board Members and anyone present here tonight to a meeting on June 11, 2004, at 7:30 P.M., at Lebanon Fellowship Hall. The purpose of this meeting is to set down with the Board of Education, the Board of Columbus County Commissioners, the local legislators and Congressman Mike McIntyre and discuss the importance of replacing the auditorium at Williams Township School. We need to pull together the following attributes: knowledge, expertise, contacts and grant writers.

- B. I would like to commend all the governing bodies within Columbus County and all the emergency personnel who rendered assistance during and after this devastating fire that destroyed much of the school
 - C. The Board of Education did have replacement insurance, but due to the State requirements for more square footage per child, the replacement insurance will not come close to replacing what is needed.
 - D. The auditorium has been completely eliminated. Over the years, the auditorium has served the community well and provided the school children with much-needed training for their future years.
 - E. We are presenting to the Board a Petition to Rebuild the Auditorium at Williams Township School with numerous signatures which were acquired primarily this past week, and are asking that you do whatever you can to make this happen.
2. **Marjorie Gore:** stated the following:
- A. My father was a County Commissioner for sixteen (16) years and I know what a tough position you Board members are placed in at times, and you have to make some tough decisions.
 - B. I have been in education for over thirty (30) years and over those years, I have witnessed events that mold a child's life and will be beneficial to them for the rest of their lives.
 - C. I taught at Nakina High School for six (6) years and they did not have an auditorium, and I could see how the absence of an auditorium put limits on the students..
 - D. We have conducted many fund raisers to go toward this project and are going to do more.
 - E. We, as community citizens, are willing to do what we can to accomplish this task.
3. **Vernon Gurganous:** I have observed numerous school children at all ages and have noticed the ones that were exposed to an auditorium and stage, at a young age, were much more adapt to the requirements placed on them later in their school years. We have a cultural factor to look at here.

AGENDA ADD-ON:

Item #1: ADMINISTRATION- APPROVAL of SOLID WASTE SERVICES CONTRACT:

Billy Joe Farmer, County Administrator, requested Board approval of the Solid Waste Contract, which has been amended through the following Request for Proposal and the following Addendum to Agreement between Columbus County and Waste Management of The Carolinas, Incorporated:

**Request for Proposals
SOLID WASTE COLLECTION SERVICES**

WHEREAS, Columbus County desires to provide for economical and environmentally sound solid waste management services to residents of Columbus County, and

WHEREAS, the expertise and experience to provide such services to the County may best be procured through the competitive bidding process; and

WHEREAS, the County desires to contract for the provision of such services.

NOW, THEREFORE, this request for proposals is being advertised so that all qualified solid waste contractors may prepare bids for the provision of services as described more fully herein. Sealed bids on the Primary and Alternate will be received at the Office of the County Administrator until 12:00 PM on February 2, 2004. At that time all bids will be opened and the name of the bidder and their per unit bid price read out loud. The County Administrator shall then review all bids for accuracy and compliance before submitting them to the County Commissioners at their next available meeting for consideration. There is no minimum bid requirement for service contracts so whatever bids are received will be presented, along with a staff recommendation based upon the lowest responsible bidder. The final decision will be made by the County Commissioners by majority vote, based upon the lowest, most reputable, qualified bidder who can meet the start date of July 1, 2004.

1. **Definitions.** For the purpose of this RFP, the following terms shall have the meanings set forth below:
- 1.1 **"Agreement"** means this Agreement between Contractor and the Columbus County, which may be amended or restated from time to time.
 - 1.2 **"Commencement Date"** means July 1, 2004.

- 1.3 **"Citizen"** means any residential customer within the County jurisdictional limits who receives service from Contractor during the term of this Agreement.
- 1.4 **"Effective Date"** means the date first above written.
- 1.5 **"Equipment"** means all containers and other equipment provided by Contractor for use in accordance with the terms of this Agreement.
- 1.6 **"Excluded Waste"** means any waste that fails to meet the criteria provided in North Carolina General Statutes for municipal solid waste (MSW), or that otherwise requires special or exceptional handling. Examples of excluded waste include, but are not limited to, any material other than that which is typically found in MSW, such as CFC containing appliances, tires, paint, batteries, yard waste, demolition debris, white goods, and dead animals. This term specifically excludes any nuclear or Hazardous Waste.
- 1.7 **"Force Majeure"** means any event relied upon by Contractor as justification for delay in or excuse from complying with any obligation required of Contractor under this Agreement, which event is beyond the control of Contractor or its agents relying thereon, including, without limitation: (i) an act of God, landslide, lighting, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement with respect to the collection, transportation and disposal of Waste; (iii) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license or other governmental approval required to collect and dispose of Waste which does not result from any negligent or willful act or omission of Contractor; (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the Effective Date hereof, applicable to the obligations hereunder, including, without limitation such changes that have a substantial, material and adverse effect on the cost of performing the contractual obligations herein; (v) the institution of a legal or administrative action or similar proceeding, by any person or entity which delays or prevents any aspect of the collection or disposal of Waste.
- 1.8 **"Hazardous Waste"** means waste defined as, or of a character or in sufficient quantity to be deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.
- 1.9 **"Landfill"** means any disposal facility agreeable to the County and Contractor that meets or exceeds all federal and state regulations required to accept MSW.
- 1.10 **"Unacceptable Waste"** means highly inflammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, construction or demolition debris, and other materials deemed by state and federal law to be dangerous or threatening to the environment. Unacceptable Waste also includes any other material that is prohibited under applicable law to be disposed of in the Landfill without the Landfill being redesigned, reconstructed and licensed or permitted to receive and handle the material and waste that may cause operational problems, damage to Equipment or create special requirements to protect the health of employees.
- 1.11 **"Residential Unit"** means those collection points serviced by the current solid waste contractor in the areas designated herein as Primary and Alternate (see section three [3]). The County has a total unit count, but prospective bidders are encouraged to follow behind the current provider to observe the routes, geography, and other peculiarities that may affect their bid.
- 1.12 **"Municipal Solid Waste or (MSW)"** means any non-hazardous residential household solid waste generated within the County that may be collected and disposed of by Contractor, but not including any Unacceptable Waste.
2. **Term.** The initial term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of five (5) years from Commencement Date. At the end of the initial term the contract may be renewed by mutual consent of the County and Contractor. The County and Contractor shall renegotiate the service fees applicable for each additional term.
3. **Services.** The collection, removal and disposal services to:

Primary Bid

All Residential Units, both in the unincorporated areas of the County, and ALL incorporated

municipalities of Columbus County, with the exception of residents of apartment buildings and businesses served by dumpsters; and

Alternate Bid

All Residential Units in the unincorporated areas of the County, with the exception of residents of apartment buildings and businesses served by dumpsters.

3.1 Contractor agrees to furnish all labor, material, equipment, and supervision necessary for the services specified below.

3.2 Contractor agrees to advise the Columbus County any changes to routes and service dates thirty (30) days prior to the implementation of any such changes.

4. Residential Curbside Collection Service.

4.1 Contractor shall provide curbside service once a week to all Units. Contractor shall establish route and schedules whereby all Units will receive regular weekly service. Service route shall mean all roads, both public and private, that are currently served by the U.S. Postal Service Letter Carriers. Upon approval by the County, Contractor shall notify each Unit of their scheduled collection day.

4.2 Collection at or near the back door of a resident shall be available for residential units occupied solely by individuals who have been determined by the County as being unable to move the garbage cart to the curb. Such determination shall be made by the County as needed for a residential unit to qualify for such service. The county shall be responsible for notifying Company annually of the Residential Units, which qualify for such service and upon notification the company shall modify the collection policy at these locations.

4.3 Only Waste bagged and contained in contractor provided carts shall be collected at curbside. White Goods, yard waste, or other bulky waste is not included in this contract and such items shall not be collected by Contractor

4.4 All waste collected per this proposal shall be delivered and disposed of at the Columbus County Transfer Station.

5. Equipment. Contractor shall furnish, provide, maintain and repair all Equipment necessary to provide refuse collection, removal and disposal of residential solid waste, including rollout garbage carts. The County acknowledges that all Equipment provided by Contractor shall remain the property of Contractor.

6. Service Fees: Residential Curbside Collection

6.1 The County shall pay Contractor a monthly service fee equal to the number of units multiplied by an agreed upon unit price. The price per unit shall include disposal costs. The initial service fee may be adjusted annually and the adjusted rate may become effective one year from the Commencement Date. The service fee adjustment for the second and third years of the contract may be adjusted to reflect changes in the Consumer Price Index (CPI). CPI shall mean Consumer Price Index, South Region All Urban Consumers (D), Fuels, U.S. County Average as published by the U.S. Department of Labor, Bureau of Labor Statistics. The change in the CPI shall be measured by comparing the CPI of January of the current year to the CPI of January of the previous year.

6.2 The Contractor shall invoice the County monthly and the County shall pay Contractor a monthly service fee stated above within thirty (30) days after receipt of an invoice from Contractor.

7. Excluded Waste. Contractor may, but is not obligated to, arrange to collect and dispose of Excluded Waste; however, such arrangements shall be made between Contractor and the residential generator.

8. Termination.

8.1 Contractor may terminate this Agreement upon an event of Force Majeure that continues unabated for a period of sixty (60) days and renders Contractor unable, wholly or in part, to carry out any of its obligations under this Agreement; any breach or default of this Agreement by the County that is not cured pursuant to Section 9 hereof.

8.2 The County may terminate this Agreement upon any breach or default of this Agreement by Contractor that is not cured pursuant to Section 9 hereof.

9. **Breach; Obligation to Cure.** A breach of this Agreement shall mean a material failure to comply with any of the material provisions of this Agreement. Except as provided in Section 9.1 of this Agreement, each party shall in the case of a breach of its obligations under this Agreement either cure the breach within 30 days of receipt of written notice from the non-breaching party, or continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action which reasonably can be expected to lead to a curing of the breach. The 30-day period will be extended for so long as the breaching party is actively and continuously pursuing such a course.
10. **Remedies.**
- 10.1 In the event of a default under this Agreement, the non-defaulting party shall, upon 5 days prior written notice to the defaulting party, have the right, but not the obligations or duty, to cure such default. The defaulting party shall recompense the non-defaulting party for any and all costs and expenses associated with curing the default. The non-defaulting party shall use its best efforts to employ an economically reasonable method of curing any such default.
- 10.2 If an event of default occurs and is not cured in the manner allowed in this Agreement, then the non-defaulting party shall have the right to take whatever action at law or in equity that it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; and terminate this Agreement.
- 10.3 Except as provided in Section 7 of this Agreement, both County and Contractor agree that neither party may elect to terminate this Agreement upon a default by the other party until the party seeking termination has first sent 30 days prior written notice of termination to the defaulting party. Such notice of termination shall be subsequent to earlier notice of breach and failure to cure (or take steps to cure) the subject breach. If the event of default is cured with 30 days of such notice of termination, the notice of termination shall then be of no effect and this Agreement shall remain in full force and effect.
- 10.4 Subject to the terms and conditions of this Section, all rights and remedies under this Section are cumulative and the exercise of any one remedy does not preclude the exercise of one or more of any other available remedies, including any remedies not specified herein.
11. **Force Majeure.** In the event Contractor is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then, in addition to the other remedies provided in this Agreement, the obligations of Contractor may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Any time that Contractor intends to rely upon an event of Force Majeure to suspend obligations as provide in this Section, Contractor shall notify the County as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Contractor shall have the duty and obligation to use its best reasonable efforts to cure or eliminate such event of Force Majeure and shall, during the period of such Force Majeure, periodically advise the Columbus County the status of the event of Force Majeure and the projected duration of such event. Notice shall be given again when the effect of the event of Force Majeure has ceased. If the event of Force Majeure continues unabated for a period of sixty (60) days, Contractor may terminate this Agreement without penalty.
12. **Representations and Warranties of the County.**
- The County represents and warrants to Contractor as follows:
- 12.1 The County has full legal right; power and authority to enter into and to fully and timely perform its obligations under this Agreement.
- 12.2 The County duly authorizes, executes and delivers this Agreement, and acknowledges that this Agreement constitutes a valid and legally binding obligation of the County.
13. **Representations and Warranties of Contractor.**
- Contractor represents and warrants to the County, as follows:
- 13.1 Contractor is a limited liability company validly existing under the laws of the state of North Carolina, with full legal right, power and authority to enter into and to fully

and timely perform its obligations under this Agreement.

- 13.2 Contractor duly authorizes, executes and delivers this Agreement, and Contractor acknowledges that this Agreement constitutes a valid and legally binding obligation of Contractor.
- 13.3 Contractor will comply with all applicable federal, state, and local regulations, including but not limited to EEO, FLSA, and non-discrimination in the workplace.
- 13.4 Contractor has obtained all necessary licenses and permits to perform the obligations under this Agreement.

14. Indemnification

- 14.1 The County agrees, to the extent of North Carolina law, to indemnify and save harmless the Contractor, its officers, directors, shareholders, agents, employees and attorneys from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees) ("Indemnified Costs"), caused by or resulting from any negligent or willful act or omission of the County, its agents or employees in connection with this Agreement or resulting from an intentional breach by the County of any of the agreements, representations, or warranties of the County as presently defined by North Carolina law. North Carolina common and statutory law is controlling as to any agreement between the parties.
- 14.2 Contractor agrees to indemnify and save harmless the County, its officers and employees, citizens, agents, employees and attorneys from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees) ("Indemnified Costs"), caused by or resulting from any negligent or willful act or omission of the Contractor, its agents or employees in connection with this Agreement or resulting from a breach by the Contractor any of the agreements, representations, or warranties of the Contractor contained in this Agreement. The indemnity obligation of the Contractor under this Section shall survive the expiration or termination of this Agreement subject to any applicable statute of limitation.

15. Insurance.

- 15.1 Contractor shall provide and maintain at all times during the term of this Agreement the following types of insurance coverage:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory
Employer's Liability	\$100,000 per occurrence
Comprehensive General Liability (bodily injury and property damage)	\$1,000,000 combined
Automotive Liability	\$1,000,000
combined single owned and non-owned; (bodily injury limit and property damage)	

- 15.2 Contractor agrees to furnish Certificates of Insurance substantiating compliance with this provision. Certificates of insurance must be signed by an authorized representative of the insurance carrier and must state that no material change or cancellation of insurance will be effected without thirty (30) days advance written notice given to the County. The County also shall be named as an additional insured on all policies of insurance specified above.

BID PER UNIT: _____

Contractor's Name: _____

Contact Information:

Name of Owner/Authorized Agent: _____

Phone: _____

Address: _____

This Request for Proposal was mailed out to vendors from Administration (the date was not provided) for bid on February 16, 2004, at 2:00 P.M.. The results of the Bid Opening were as follows:

	VENDOR	SUBMITTED BID AMOUNT
1.	*Environmental Solutions	\$18.00 / Month / Household
2.	*Express Disposal	\$10.97 / Month / Household
3.	Waste Industries	\$10.99 / Month / Household
4.	Waste Management	\$10.36 / Month / Household

***Did not meet the requirements for accepting proposals (no bid deposit included with bid) as outlined in the February 5, 2004 advertisement in the paper.**

The low bidder was Waste Management at ten and 36/100 (\$10.36) dollar per month, per household.

Addendum to Agreement between Columbus County and Waste Management of The Carolinas, Inc.

THIS ADDENDUM made and entered into this _____ day of _____, 2004, by and between Columbus County, North Carolina, acting by and through its County Administrator (the "County") and Waste Management of the Carolinas, Inc. ("Contractor").

WHEREAS, the County put out a Request for Proposal (the "RFP") for companies to provide solid waste collection services in unincorporated portions of the County; and

WHEREAS, Contractor subject to this addendum is awarded the right to provide the solid waste collection services as set forth in the RFP; and

WHEREAS, the RFP contained the details of an agreement (the "Agreement") between the parties for the provision of those solid waste collection services (the "Services"); and

WHEREAS, the parties desire to amend the Agreement to clarify the respective obligations and requirements therein.

1. Terms used herein but not defined herein shall have the meaning set forth in the Agreement.

2. The following additional definitions shall apply to this Addendum:

"Approved Containers" shall mean Roll Out Carts and Bags (when a customer's Roll Out Cart is full due to excess volume and such Bags are placed adjacent to or on top of the Roll Out Cart).

"Bags" shall mean plastic sacks designed to store and enclose Municipal Solid Waste with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag with contents shall not exceed forty (40) pounds.

"Roll Out Cart" shall mean a Contractor owned receptacle with two wheels and a properly designed axle and fittings, and a top lid that is to remain closed except when loading waste, with a body consisting of approximately ninety (90) gallons in capacity, constructed of heavy duty plastic and having the strength to store normal household Municipal Solid Waste and equipped with proper attachments for hydraulic loading into the Contractor's collection vehicle.

3. Notwithstanding anything in the Agreement to the contrary:

a. The Contractor shall not commence the Services before 5:30 a.m. each day. The Contractor may perform the Services on all weekdays and Saturdays. In special cases where the Contractor needs to work on Sunday, it shall first obtain written permission from the County Manager or his/her designee. Exceptions to collection hours shall be effected only upon the approval of the County Manager or his/her designee.

b. The following holidays may be observed by the Contractor:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

The Contractor may decide to observe any or all of the above-mentioned holidays by

suspension of the Services on the holiday provided said pickup is completed within 48 hours of the observed Holiday. The County herein agrees that the Contractor may not be able to provide Services on other days when the approved transfer station facility is closed.

4. The parties understand and agree that, in the event of a storm, other inclement weather, or any unforeseen event resulting in excessive amounts of storm debris (including materials that might otherwise be classified as "yard waste") or other similar materials, the collection and disposal of such materials must be governed by a separate, written agreement to be negotiated by the parties. The County shall give the Contractor the first right and opportunity to enter such negotiations with the County, and both parties agree to conduct such negotiations in good faith. Columbus County reserves the right to contract with others to expedite the cleanup.

5. Notwithstanding anything to the contrary contained in the Agreement, the Contractor shall not be required to collect, transport, dispose of or otherwise handle materials that are not Municipal Solid Waste or that are Excluded Waste, Hazardous Waste or Unacceptable Waste as defined by N.C.G.S. 130-A.

6. All waste collected by the Contractor in conjunction with the Services shall be disposed of by the Contractor at the Columbus County Transfer Station in Whiteville, North Carolina. Only Columbus County waste shall go to the Columbus County transfer station.

7. Except for those residents described in Section 4.2 of the Agreement, Approved Containers shall be placed in a location that is readily accessible to the Contractor and its collection equipment, not to exceed three (3) feet from the curb or on state road or edge of the traveled portion of the street or road and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The County will aid the Contractor in resolving problems of roll out cart location. In rural areas, if applicable, pickups will be limited to mailbox locations.

8. Notwithstanding anything to the contrary contained in the Agreement, the contractor shall give all customer complaints prompt and courteous attention. In the case of an alleged missed scheduled collection, the Contractor shall investigate and if such allegations are verified, shall arrange for collection within Twenty - Four (24) hours of the time the complaint was received. The Solid Waste Director shall be notified by the contractor of the outcome of the contractor's investigation within 24 hours of receiving such from the County.

9. Notwithstanding anything to the contrary contained in the Agreement, the Contractor shall notify all customers about service inquiry procedures, regulations and day(s) of collection. On collection day, if the waste to be collected by Contractor is improperly mixed with wastes that Contractor is not to collect, as set forth in Section 5 of this Addendum, or if the Approved Containers are inaccessible or improperly placed or overloaded, then the Contractor shall not be obligated to collect such waste and shall notify the Customer and the County Solid Waste Director within 24 hours of the reasons for the non-Service.

10. County and Contractor understand and agree that the rates set forth in the Agreement are based on an initial count of 17,893 Roll Out Carts. If at any time during the term of Agreement, as amended by this Addendum, the number of Roll Out Carts placed with customers increases and/or decreases more than 10% or more from the original totals stated above, the parties shall meet within ten (10) days for good faith negotiations on a rate adjustment to account for the Contractor's adjusted cost per Customer; and if the parties cannot agree on a new rate within ten (10) days of the first meeting, then the Contractor or County may terminate this Contract immediately upon written notice without liability for such termination.

11. In the event that the County does not agree on the number of Customers that have been Serviced in a given month after receipt of an invoice for that month, the County may (1) accept the number of Customers on the Contractor's invoice for the relevant month and/or (2) make a written request that a joint count be conducted in the following month, the results of which shall be used to determine the invoice amount. The number reached in the joint count will be used going forward. If the County does not make a written request for a joint count within fifteen (15) days of receiving the invoice, and/or if the County does not cooperate in performing a joint count that is convenient for both parties, the County will have waived this right for the then-current month and must pay the invoiced amount.

12. In the event that Section 14.1 or 14.2 of the Agreement is triggered, both parties agree to follow the following procedures:

Upon obtaining knowledge of any matter giving rise to possible indemnification, the party (the "Notifying Party") that believes it is entitled to indemnification shall notify the other party immediately (the "Indemnifying Party"). The Indemnifying Party shall have the right to defend or contest any such claim or demand in the name of the Notifying Party at the option of Columbus County. The Notifying Party shall provide such cooperation in connection therewith as the Indemnifying Party may reasonably request and shall make available to the Indemnifying Party or its representatives all records and other materials reasonably required in such defense and which is

not privileged by law. So long as the Indemnifying Party is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless Notifying Party has been required by order of any regulatory agency or court orderto pay any sum or comply with some order of court arising from the subject matter of the suit.

13. Notice under the Agreement, as amended by this Addendum shall be deemed delivered when deposited in the United States mail, registered or certified mail, return receipt requested, and addressed to the parties at the addresses listed below. Also, the addresses designated below may be changed from time to time by written notice in accordance with this paragraph.

County: Columbus County, North Carolina

with a copy to: _____

Contractor: Waste Management of the Carolinas, Inc.
2530 Hwy 378
Conway, SC 29526
Attn: J. Michael Bessant

with a copy to: Waste Management
Southern Area Office
2859 Paces Ferry Road, Suite 1600
Atlanta, Georgia 30339
Attn: Group Counsel

14. The Agreement and this Addendum constitute the entire agreement and understanding between the parties with respect to the subject matter, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto. Except as expressly set forth in this Addendum, all other terms and provisions of the Agreement shall remain in full force and effect.

15. In the event a breach of the Agreement, as amended by this Addendum by either party, the breaching party shall pay all reasonable attorneys' fees, collection fees and costs of the other party incident to any action brought to enforce the Agreement, as amended by this Addendum.
[signatures on following page]

IN WITNESS WHEREOF, this Addendum has been executed in duplicate original on the day and in the year first above mentioned. The execution by the County is made pursuant to the authority granted by Board of Commissioners.

COLUMBUS COUNTY, NORTH CAROLINA

Witness

BY: _____

ITS: _____

DATE: _____

WASTE MANAGEMENT OF THE CAROLINAS, INC.

Witness

BY: _____

ITS: _____

DATE: _____

Commissioner McKenzie asked Mr. Farmer what the previous amount was per household. Mr. Farmer replied stating over a period of time, this would save Columbus County three and one-half (\$3 1/2) million dollars. No dollar amount per household was stated.

Commissioner Wilson made a motion to approve the Solid Waste Services Contract, which was amended through a Request for Proposal, and the Addendum to Agreement between Columbus

County and Waste Management of The Carolinas, Inc., seconded by Commissioner McKenzie. The motion so carried.

Item #2: SHERIFF - CONTRIBUTION AUTHORIZATION to THE CAROUSEL CENTER, INCORPORATED:

Sheriff Batten requested permission to give a two thousand five hundred and 00/100 (\$2,500.00) dollars contribution to The Carousel Center, Incorporated from the Special Alcohol and Drug Funds.

Ms. Janet Gray, Board Member of The Carousel Center, presented the following information:

1. The Carousel Center provides forensic medical examination, therapy, forensic interviewing and case management for sexually and physically abused and neglected children. These services are conducted in a child-friendly environment at 2805 Market Street in Wilmington.
2. The clinical staff is composed of a Child Medical Examiner - certified physician, Child Medical Examiner - certified pediatric nurse practitioner, two (2) therapists, a forensic interviewer, a case manager and a certified nursing assistant. An Executive Director provides the administrative oversight.
3. From January 2000 to April 30, 2004, The Carousel Center has treated five hundred eighty-nine (589) children, one hundred fourteen (114), or nineteen (19%) percent of whom reside in Columbus County, the second highest number of the eight (8) southeastern North Carolina counties that we serve.
4. From July 1, 2003 through April 30, 2004 (ten (1) month period), the Center has seen one hundred sixty-nine (169) children - an increase of twenty-seven (27%) percent over the same time period in FY 03. Thirty-five (35), or twenty-one (21%) percent of these children reside in Columbus County.
5. During May 2004, the Center saw twenty-six (26) children for child medical examinations. Four (4), or fifteen (15%) percent of the children reside in Columbus County. Two (2) are girls and two (2) are boys and they all suffered sexual abuse.
6. The Center's services are funded by Medicaid and private insurance reimbursement, foundations, donations and local government contributions. We prepare our budget based on the cost of the total array of services for each child at one thousand five hundred seven and 00.100 (\$1,507.000) dollars.
7. We receive an average of three hundred twenty-five and 00/100 (\$325.00) reimbursement, which leaves one thousand one hundred eighty-two and 00/100 (\$1,182.00) dollars to be raised from foundations, donations and local government contributions.
8. It is anticipated that The Center will see thirty-five (35) Columbus County children at a conservative cost of forty-one thousand three hundred seventy and 00/10 (\$41,370.00) after reimbursement.
9. Please remember, as one of our strong supporters has so eloquently stated... "By now you have been provided with all the statistics...Study the number, but know that there is a child behind each one".
10. On behalf of the Board of Directors and staff of The Carousel center, and more importantly, the fragile and powerless sexually and physically abused children of Columbus County, I respectfully ask that you fund The Carousel Center in the amount of ten thousand and 00/100 (\$10,000.00) dollars for this coming budget year. This will allow us to continue, uninterrupted, our very vital services.

Chairman Memory ask Ms. Gray if they processed these abused children for forensic evidence that can go to court, when needed. Ms. Gray replied stating yes.

Commissioner McKenzie asked Ms. Gray if they received federal funds to help finance their operation. Ms. Gray replied stating they only received Medicaid reimbursement when filed.

Commissioner Norris made a motion to approve the two thousand five hundred and 00/100 (\$2,500.00) dollars contribution to The Carousel Center, Incorporated, seconded by Commissioner McKenzie. The motion so carried.

Agenda Item #15: APPOINTMENTS for COMMITTEES:

- A. **Equalization and Review Board - On Hold**
- B. **Nursing/Adult Care Home Joint Community Advisory Committee:**

Commissioner Wilson made a motion to appoint **Herb Harp**, Post Office Box 807, Fair Bluff, North Carolina 28439, Telephone: (910) 649-5255, to replace Boyce Hardee, who has resigned, with term expiring January 20, 2005, seconded by Commissioner McKenzie. The motion so carried.

- C. **Committee Appointments / Reappointments / Approvals for June, 2004:**

COMMITTEE APPOINTMENTS / REAPPOINTMENTS / APPROVALS

June, 2004

COMMITTEE	ZONE	APPOINTEE(S)	EXP. DATE	BOARD/ COMM. ACTION
Aging Advisory Council (COG) Columbus County Members Motion-Commissioner Wilson Second-Vice Chairman Dutton	Board	Louise Hilburn Willie Burns	06/30/2007 06/30/2007	Reappoint Reappoint
Chadbourn Planning and Zoning Board Motion-Vice Chairman Dutton Second-Commissioner McKenzie	Board	Brad Walker (Alternate ETJ)	03/2006	Reappoint
Columbus County Department of Aging Advisory Council	II III IV V VI VII	Barbara Featherson Rev. Ronald Campbell Betty Ann Smith Wanda Thompson Elbert Long Graham Ellis Earl Cribb Esther Moses Callie Davis	06/30/2007 06/30/2007 06/30/2007 06/30/2007 06/30/2007 06/30/2007 06/30/2007 06/30/2007 06-30-2007	Reappoint Reappoint Reappoint Reappoint Reappoint Reappoint Reappoint Reappoint Reappoint
Columbus County Department of Aging Executive Board *Recommendations by Ed Worly, Aging Director. New members for all districts with no expiration dates*	I II III IV V VI VII	Leona Martin Jesse Vaught Ray Wyche Betty Ann Smith Jack Miller Leon Merritt Willie Burns	N/A N/A N/A N/A N/A N/A N/A	Reappoint Reappoint Reappoint Reappoint Reappoint Reappoint Reappoint
Economic Development Commission Board of Directors Motion-Commissioner McKenzie Second-Commissioner Godwin	VI VII III Board	George Wooten Elwood Watts Haynes Graham Billy Joe Farmer	06/30/2004 06/30/2004 06/30/2007 06/30/2007	Hold Hold Reappoint Reappoint
Four-County Community Services, Inc. Board of Directors, Columbus County Members (3) Motion-Commissioner Wilson Second-Commissioner McKenzie	Board	Bill Memory	06/30/2009	Reappoint
Home and Community Care Block Grant for Aging Services Advisory Council *Recommendation (Ed Worley): Henry Milligan for District V	I II III IV V VI VII	-Vacant- C.W. Williams Barbara Sasser Ed Worley Richard Wilson Roscoe Jacobs, Sr. -Vacant- Louise Hilburn Henry Milligan Lester Drew Callie Davis	06/30/2004 06/30/2007 06/30/2007 06/30/2007 06/30/2007 06/30/2007 06/30/2004 06/30/2007 06/30/2007 06/30/2004 06/30/2007	Hold Reappoint Reappoint Reappoint Reappoint Reappoint Hold Reappoint Appoint Hold Reappoint
Housing Advisory Committee	II VI III I	Michael Clemmons Henry Edmund Harold Rains Richard Peacock	06/30/2006 06/30/2004 06/30/2004 06/30/2006	Reappoint Hold Hold Reappoint
Industrial Facilities Pollution Control Financing Authority	Board Board	Robert Howard -Vacancy-	06/30/2004 06/30/2004	Hold Hold
Juvenile Crime Prevention Council	II VII	Brantley Briley Tonya Pait	06/30/2004 06/30/2005	Hold Reappoint
Library Board of Trustees	VI III	Anne Powell -Vacancy-	06/30/2004 06/30/2004	Hold Hold
Nursing/Adult Care Home Joint Community Advisory Committee (Columbus County) Motion-Commissioner Wilson Second-Commissioner Godwin	Board	Theresa Smith	06/30/2007	Reappoint

Southeastern Community College Board of Trustees	VII	Larry Buffkin	06/30/2008	Reappoint
Tabor City Zoning Board of Adjustment Recommendation: Replace Jimmy Hewett with Timmy Canady and reappoint Johnnie Jernigan. Motion - Commissioner McKenzie Second - Commissioner Wilson	Board Board	Timmy Canady-ETJ Johnnie Jernigan, Jr. - ETJ	April, 2007 April, 2007	Appoint Reappoint
Whiteville Planning and Zoning Board Motion - Vice Chairman Dutton Second - Commissioner Wilson	Board	Everette Lanier	08/01/2009	Reappoint
Whiteville Zoning Board of Adjustment Motion - Vice Chairman Dutton Second - Commissioner McKenzie	Board	Roger Davis	07/31-2007	Reappoint

Agenda Item #16: CONSENT AGENDA ITEMS:

Commissioner Norris made a motion to approve the following Consent Agenda Items, seconded by Commissioner Jacobs. The motion so carried.

A. Budget Amendments:

TYPE	ACCOUNT	DETAILS	AMOUNT
Expenditure	10-650-3700	Sales Tax - Fuel Sales	\$14,000
	10-650-6000	Fuel Purchases	\$150,000
Revenue	10-335-1000	Airport Fuel Sales	\$164,000
Expenditure	10-611-2000	Adult Day Care	\$1,000
	10-610-6020	Jobs Transportation	(\$1,000)
Expenditure	10-516-4500	Operating Expense	\$4,800
Revenue	10-348-0103	NC Corr - Criminal Justice Grant	\$4,800
Expenditure	10-611-2000	Adult Daycare	\$1,500
Revenue	10-348-1700	Aid to DSS	\$1,500

B. Tax Refunds and Releases:

*****NOTE:** This information can be found at the very end of these minutes due to the incompatibility of the computer program between the Tax Office and the Governing Body Office.

Agenda Item #17: COMMENTS:

Chairman Memory opened the floor for anyone who had any comments to make. The following people spoke.

A. Public:

1. **Yvonne Norris:** I am here tonight to respond to an article I read in the newspaper regarding a tax increase. The following is what I have to say:
 - A. I would like to know how you think the citizens of Columbus County can stand a tax increase in the economically depressed state the County is in.
 - B. The employees of Columbus County have not received a raise in several years that I am aware of.
 - C. I have heard somewhere that it is illegal to garnish wages for not being able to pay your taxes.
 - D. Many of our employees at Social Services are leaving due to the salary level being a low as it is.
 - E. Columbus County has a high populace of senior citizens who are forced to live on very limited fixed incomes and they certainly cannot afford a tax increase.

Chairman Memory responded to this information stated by Ms. Norris by stating the following:

- A. We are presently working on pay increases for our employees.
- B. We have not raised taxes for the past three (3) budget years, including this budget.
- C. We are doing everything we can to avoid a tax increase.
- D. We have instructed the Tax Administrator to do whatever is necessary to collect the taxes that are due.

E. Everyone must realize that a high percentage of our revenue is derived from the tax collections, and if the tax collections are low, then what we are able to do for our employees will be very limited.

2 **Doug Klier:** I have two (2) questions I would like to ask and have answered and they are as follows:

A. When will the water meters be installed?
 Leroy Sellers, Water Department Supervisor replied stating there was a deadline established and the ones that do not get installed before then will not be installed. There is no money in next year's budget for this.

B. I have a ninety-four (94) year old neighbor who would like to hook onto the water but cannot pay the entire amount and would like to know if she can make payments. Chairman Memory replied stating you will need to discuss this matter with our Water Office.

B. Board of Commissioners:

1. **Commissioner Godwin:** we need to do an amendment to our Solid Waste Ordinance stipulating the distance required between the business and the residence for the citizens who are utilizing a commercial hauler and have requested the fee for the nine-six (96) gallon roll-out cart be waived. Billy Joe Farmer, County Administrator, replied stating he would have this amendment ready by the June 21, 2004 Board Meeting.

2. **Commissioner Norris:** I am making a motion that a Resolution be prepared and ready by the June 21, 2004 Board Meeting, for Board Adoption, to send to Robert Crumple, District Engineer for the Department of Transportation, requesting that caution lights, or some type of safety warning be installed at the **Iron Hill and Peacock Crossing**. This intersection has claimed five (5) additional lives recently and is very dangerous. This motion was seconded by Commissioner Godwin. The motion so carried.

3. **Commissioner Jacobs:** I would like to commend the North Carolina Department of Transportation for their prompt action in response to my letter requesting they remedy the traffic hazard in Bolton at the intersection of U.S. 74/76 and Blacksmith Road. We have met and are looking at several options to correct the situation.

RECESS REGULAR SESSION and onto to CLOSED SESSION in accordance with N.C.G.S. §143-318.11.

At 9:00 P.M., Commissioner Norris made a motion to recess Regular Session and enter into Closed Session, in accordance with N.C.G.S. §143-318.11, seconded by Commissioner Godwin. The motion so carried.

No official action was taken.

ADJOURN CLOSED SESSION and resume REGULAR SESSION:

At 9:58 P.M., Commissioner McKenzie made a motion to adjourn Closed Session and resume Regular Session, seconded by Commissioner Norris. The motion so carried.

BUDGET - COLUMBUS COUNTY PROPOSED OPERATING BUDGET 2004 - 2005 PRESENTATION:

Billy Joe Farmer, County Administrator, and Darren L. Currie, Assistant County Administrator, presented to the Board the Columbus County Proposed Operating Budget 2004 - 2005 and requested the Board to formally accept such. Mr. Farmer stated the salary information for the County employees was not included due to the fact they were trying to implement a salary scale bringing all the employees to their mid range on the new Pay Plan that Chris May, Cape Fear Council of Governments, was working on. Mr. Farmer stated he needed the Board to formally accept this information and establish a Public Hearing date to adopt the Columbus County Operating Budget 2004 - 2005.

Commissioner Norris made a motion to formally accept the Columbus County Proposed Operating Budget 2004 - 2005, and to establish a Public Hearing for June 21, 2004, at 6:30 P.M., in the Dempsey B. Herring Courthouse Annex, Commissioners' Chambers, 112 West Smith Street, Whiteville, North Carolina 28472. This motion was seconded by Commissioner Godwin. The motion so carried.

Agenda Item #18: ADJOURNMENT:

At 10:01 P.M., Commissioner Godwin made a motion to adjourn, seconded by Commissioner Wilson. The motion so carried.

TAX REFUNDS and RELEASES (See Agenda Item #16.B):

**TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office):
 June 7, 2004**

The Tax Administrator's Office recommends that the values listed below be refunded to the following citizens:

Type	First Name	Amount Released	Property	Year	Account #	Bill #	Total
Refunds	Core, Ruthria		Refund the property value that is double listed in the name of William L. Vereen. Refund of user fee				

12909 Silver Springs Dr. S.
Jacksonville, Florida 32246
Core, Rutheria

Refunds

approved by Solid Waste.
\$209.20 \$30,100.0 1999 10-0292 5913 \$269.20

Refund the property value that is double listed in the name of William L. Vereen. Refund of user fee approved by Solid Waste.

\$216.72 \$30,100.0 2000 10-0292 8686 \$281.72

12909 Silver Springs Dr. S.
Jacksonville Florida 32246
Core, Rutheria

Refunds

Refund the property value and the Columbus Rescue fee. The property is double listed in the name of William L. Vereen. Refund of user fee approved by Solid Waste.

\$234.78 \$30,100.0 2001 10-0292 8703 \$315.80

12909 Silver Springs Dr. S.
Jacksonville Florida 32246
Mathis, Pamela

Refunds

Refund user fee prepayment that was paid twice.

Refund should be payable to Lonnie Teal. Refund of user fee approved by Solid Waste.

\$0.00 \$0.00 2003 \$118.00

218 W. Crestwood Dr.
Wilmington, NC 28405
Suggs, Dorian

Refunds

Refund user fee prepayment. Customer never got a trash can. Refund of user fee approved by Solid Waste.

\$0.00 \$0.00 2003 \$29.50

P.O. Box 474
Reigelwood NC 28456
Walker, Dennis O.

Refunds

Refund user fee. Old house unlivable and does not have electricity. Refund approved by Solid Waste.

\$0.00 \$0.00 2002 01-9927 9615 \$177.00

514 Dreekwood Dr.
Lexington NC 27292
Walker, Dennis O.

Refunds

Refund user fee on house that is unlivable and has no electricity. Refund approved by Solid Waste.

\$0.00 \$0.00 2003 01-9927 6692 \$177.00

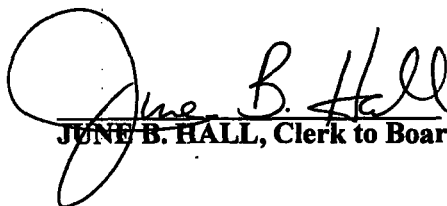
514 Creekwood Dr.
Lexington, NC 27292

TAX RELEASES (as submitted to the Governing Body Office from the Tax Office):
June 7, 2004
The Tax Administrator's Office recommends that the values listed below be released to the following citizens:

Type of Release	First Name	Amount Released	Property	Year	Account #	Bill #	Total
Property	Bartley, Harold		Release the value of a mobile home that is double listed in the name of Eddie Morgan. Release of user fee approved by Solid Waste.	2000	12-0100	80886	\$167.48
Property	Core, Rutheria	\$38.62	Release the property value and the Columbus Rescue fee that is double listed in the name of William L. Vereen. Release of user fee approved by Solid Waste.	2002	10-0292	64607	\$228.50
Property	Inman, Heustees	\$135.48	Release the value of a house, the North Whiteville Fire fee (50.00) and the Whiteville Rescue fee (3.78). The house is unrepairable. Release of user fee approved by Solid Waste.	2003	01-4592	46374	\$378.20
Property	Inman, Heustees	\$147.42	Release the value of a house, the North Whiteville Fire fee (50.00) and the Whiteville Rescue fee (3.78). The house is unrepairable. Release of user fee approved by Solid Waste.	2002	01-4592	75920	\$378.20
Property	Inman, Heustees	\$147.42	Release the value of a house, The North Whiteville Fire fee (50.00) and the Whiteville Rescue (3.78). The house is unrepairable.	2001	01-4592	98119	\$201.20
Property	Riggins, Lonnie	\$147.42	Release the value of a double wide home, the Yam City fire fee (31.20) and the Columbus Rescue fee (6.24). Customer never purchased the home. Release				

						of user fee approved by Solid Waste.
Property	Riggins, Lonnie	\$243.36	\$31,200.0	2003	06-0404	58548 \$457.80
						Release the value of a double wide home, the Yam
						City fire fee (31.20) and the Columbus Rescue fee (6.24). Customer never purchased home. Release of user fee approved by Solid Waste.
Property	Riggins, Lonnie	\$243.36	\$31,200.0	2002	06-0404	87838 \$457.80
						Release the value of a double wide home, the Yam
						City Fire fee (31.20) and the Columbus Rescue fee (6.24). Customer never purchased the home. Release of user fee approved by Solid Waste.
Property	Spaulding Etta	\$243.36	\$31,200.0	2001	06-0404	9816 \$445.80
						Release a portion of the property value, a portion of
						the St. James Fire fee (5.16) and a portion of the Columbus Rescue fee (1.72). Customer billed with incorrect acres.
Property	Spaulding, Etta	\$67.08	\$8,600.00	2002	14-1626	92130 \$73.96
						Release a portion of the property value, a portion of
						the St. James Fire fee (5.16) and a portion of the Columbus Rescue fee (1.72). Customer billed with incorrect acres.
Property	Spaulding, Etta	\$67.08	\$8,600.00	2001	14-1626	13984 \$73.96
						Release a portion of the property value and a portion
						of the St. James Fire fee. Customer billed with incorrect acres.
Property	Spaulding, Etta	\$61.92	\$8,600.00	2000	14-1626	13097 \$67.08
						Release a portion of the property value, a portion of
						the St. James Fire fee (5.16) and a portion of the Columbus Rescue fee (1.72). Customer was billed with incorrect acres.
Property	Watson, Sandra	\$67.08	\$8,600.00	2003	14-1626	62824 \$73.96
						Release the value of a mobile home and the
						Columbus Rescue fee. The home is double listed in the name of Allen Kim Prince. Release of user fee approved by Solid Waste.
Property	Whalen, Sherri	\$42.62	\$5,464.00	2003	15-3760	68147 \$220.71
						Release the value of a mobile home and the
						Columbus Rescue fee. The home is double listed in the name of Jimpie Watts. Release of user fee approved by Solid Waste.
Property	Whalen, Sherri	\$110.76	\$14,200.0	2001	09-0022	19718 \$278.60
						Release the value of a mobile home and the
						Columbus Rescue fee. The home is double listed in the name of Jimpie Watts. Release of user fee approved by Solid Waste.
Property	Whalen, Sherri	\$110.76	\$14,200.0	2003	09-0022	68707 \$290.60
						Release the value of a mobile home and the
						Columbus Rescue fee. The home is double listed in the name of Jimpie Watts. Release of user fee approved by Solid Waste.
User Fee	Core, Rutheria	\$110.76	\$14,200.0	2002	09-0022	97929 \$290.60
						Release user fee on property that is double listed in
						the name of William L. Vereen. Approved by Solid Waste.
User Fee	Lewis, Mae B.	\$0.00	\$0.00	2003	10-0292	34907 \$59.37
						Release user fee on vacant house that has no
						electricity. Approved by Solid Waste.
User Fee	Powers Willie	\$0.00	\$0.00	2003	14-0926	49672 \$177.00
						Release all user fees. Two mobile homes vacant and
						one has burned. Approved by Solid Waste.
User Fee	Powers, Willie	\$0.00	\$0.00	2002	06-2961	86388 \$531.00
						Release all user fees. Two mobile homes are vacant
						and one has burned. Approved by Solid Waste.
		\$0.00	\$0.00	2003	06-2961	57064 \$531.00

User Fee	Riddle, Marshall	Release user fee on vacant house. Approved by Solid Waste.				
		\$0.00	\$0.00	2003	07-1406	58512 \$177.00
User Fee	Sellers, Peggy	Release two user fees. Duplex is vacant with no electricity. Approved by Solid Waste.				
		\$0.00	\$0.00	2003	13-0012	60048 \$174.00
User Fee	Skipper, Lloyd M.	Release user fee. There is no house on this land. Also release 2% discount that was not absorbed by computer. Release of user fee approved by Solid Waste.				
		\$9.91	\$0.00	2003	03-2208	61203 \$186.91
User Fee	Waddell, Rosalee	Release user fee on house that is unlivable and has no electricity. Approved by Solid Waste.				
		\$0.00	\$0.00	2003	12-2814	66816 \$177.00
User Fee	Waddell, Rosalee	Release user fee on house that is not livable and has no electricity. Approved by Solid Waste.				
		\$0.00	\$0.00	2002	12-2814	96057 \$177.00


JUNE B. HALL, Clerk to Board

APPROVED:

BILL MEMORY, Chairman