

**COLUMBUS COUNTY BOARD OF COMMISSIONERS  
SPECIAL CALLED MEETING**

**Thursday, July 28, 2005**

**5:30 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 Special Called Meeting which was requested by Billy Joe Farmer, Columbus County Manager.

**COMMISSIONERS PRESENT:**

Sammie Jacobs, **Chairman**  
Kipling Godwin, **Vice Chairman**  
Amon E. McKenzie  
James E. Prevatte  
Bill Memory  
Lynwood Norris  
David L. Dutton, Jr.

**APPOINTEES PRESENT:**

Billy Joe Farmer, **County Manager**  
June B. Hall, **Clerk to Board**

**APPOINTEE ABSENT:**

Darren L. Currie, **Assistant County Manager**  
Roxanne Coleman, **Finance Officer**

**MEETING CALLED TO ORDER:**

At 5:30 P.M., Chairman Jacobs called the Special Called Meeting to order.

**COLUMBUS COUNTY WWTP PROJECT PHASE TWO - APPROVAL of AGREEMENT,  
NOTICE of AWARD and NOTICE to PROCEED:**

Chairman Jacobs requested Billy Joe Farmer, Columbus County Manager, to present the details of the need for this Special Called Meeting. Mr. Farmer stated the following:

1. On June 2, 2005, sealed bids were opened for the construction of Phase II on the Publicly Owned Wastewater Treatment (POTW) Facility for Columbus County;
2. The low bidder was State Utility Contractors, Incorporated with the base bid of two million, one hundred seventy-five thousand, and 00/100 (\$2,175,000.00) dollars;
3. We have received Addendum Number Three (3) which is deducts from the Base Bid in the amount of three hundred forty-two thousand, seven hundred one, and 00/100 (\$342,701.00), dollars, which leaves the contract amount after the deducts at two million, one hundred seventy-five thousand and 00/100 (\$2,175,000.000 dollars);
4. These bids are good for sixty (60) days, and we need approval before August 01, 2005; **and**
5. I need approval of the following Agreement, Notice of Award and Notice to Proceed.

**AGREEMENT**

THIS AGREEMENT, made the 29<sup>th</sup> day of July, 2005, by and between Columbus County, North Carolina, hereinafter called the "OWNER" and State Utility Contractors, Incorporated, doing business as a corporation hereinafter called "CONTRACTOR".

**WITNESSETH:**

- That for and in consideration of the payments and agreements hereinafter mentioned:
1. The CONTRACTOR will commence and complete the construction of Columbus County WWTP Phase II.
  2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
  3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within two hundred seventy (270) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay the sum of five hundred and 00/100 (\$500.00) dollars per day as liquidated damages to the OWNER for each calendar day that the work exceeds the period so stated.
  4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT

DOCUMENTS and comply with the terms herein for the sum of one million, eight hundred thirty-two thousand, two hundred ninety-nine and 00/100 (\$1,832,299.00) dollars.

- 5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A. Advertisement for bids
  - B. Information for bidders
  - C. Bid Form
  - D. Bid Bond
  - E. Agreement
  - F. Payment Bond
  - G. Performance Bond
  - H. Notice of Award
  - I. Acceptance of Award
  - J. Notice to Proceed
  - K. Change Order
  - L. Certificate of Substantial Completion
  - M. Standard General Conditions
  - N. Supplementary Conditions
  - O. Supplemental General Conditions (EDA)
  - P. Requirements of Executive Order 11246
  - Q. Contract Clause, Restrictions on Lobbying
  - R. Davis Bacon Act Wage Rate Decision
  - S. Buy American Clause
  - T. MBE/WBE Instructions
  - U. Special Conditions (Local)
  - V. Sales Tax
  - W. Certificate of Eligibility
  - X. Notice of Requirements for Affirmative Action
  - Y. Certificate to Supervise Payroll
  - Z. Payroll Certification
  - AA. Certification Regarding Lobbying and Disclosure
  - BB. Notice to Employees
  - CC. Drawings prepared by O'Brien & Gere, numbered C-1 through C-27, P-1 through P-2, M-1, E-1 through E-18, and dated April 2005.
  - DD. Specifications prepared or issued by O'Brien & Gere dated February, 2005.
  - EE. Addenda:
    - Number 1, dated May 25, 2005, Number 2, dated May 31, 2005, Number 3, dated July 25, 2005 (Post Bid)
- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. THIS Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five (5) copies each of which shall be deemed an original on date first above written.

OWNER:  
 Columbus County, North Carolina  
 By: /s/ **BILLY JOE FARMER, County Administrator**  
 (SEAL)

ATTEST:  
 \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

CONTRACTOR:  
 State Utility Contractors, Inc.  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: P.O. Box 5019  
 Monroe, NC 28111-5019

(SEAL)  
 ATTEST:

Name: \_\_\_\_\_

**ADDENDUM NUMBER THREE (3)**  
**(Post Bid/Pre-Agreement)**  
**Columbus County WWTP Phase Two (2)**  
**July 26, 2005**

This Addendum is for the purpose of itemizing changes to the contract documents in conformance with negotiations between Columbus County and the low bidder from the June 2, 2005 bid letting for the Columbus County WWTP Phase Two Project, State Utility Contractors, Incorporated, of Monroe, North Carolina. Upon execution of the Agreement in amount as set forth in this Addendum, Columbus County and State Utility Contractors, Incorporated, mutually agree to the changes as set forth herein.

The following **changes** shall be made to the Bid Form:

1. **Delete Bid Item No. 11-Pre-engineered Building: deduct \$77,000.00** from Base Bid. **Add 10'-8" wide x 14'-8" long x 10'-0" high Pre-engineered building with elect. & HVAC for VFD's and Control Station; add \$22,907** to Base Bid. (See attachment for building specifications.)
2. **Delete Bid Item No. 12-Plumbing: deduct \$11,000.00** from Base Bid.
3. **Delete Bid Item No. 13-HVAC: deduct \$12,000.00** from Base Bid.
4. **Delete Bid Item No. 14-Lab casework: deduct \$5,000.00** from Base Bid.
5. **Delete Bid Item No. 17-Generator: deduct \$73,000.00** from Base Bid.
6. **Bid Item No. 16-Electrical Wiring:**  
**Make changes** as itemized by Cooper Electric (see attachment), **deduct \$51,138.00;**  
**Additional change** to Cooper Electric items, substitute NEMA 1 enclosures for NEMA 3R enclosures, **deduct \$4,000.00.**  
**Net Change, Bid Item No. 16: deduct \$55,138.00.**
7. **Delete** requirement for area lighting (including deletion of associated conduit, wiring,, bases, poles and fixtures, **deduct \$19,000.00** from base bid..
8. **Make changes** as itemized by Heyward, Inc., for equipment items (see attachment):  
 -Bid items 6, 7, & 10-Supply valves manufactured by TYCO, **deduct \$12,000.00;**  
 -Revise pump manufacturer to Sulzur; **deduct \$1,800.00;**  
 -Delete pump/blower lights from Control Panel; **deduct \$3,000.00;**  
 -Use panelview 600 in lieu of PC SCADA Drop; **deduct \$6,000.00;**  
 -Eliminate Backwash Holding Tank; **deduct \$7,000.00;**  
 -Provide skid mount chem feed system without bldg.; **deduct \$26,000.00;**  
**Net Change, Heyward, Inc. equipment items: deduct \$54,800.00** from Base Bid.
9. **Replace** requirement for **walkway** between SBR tanks **with ladder and platform** to match detail, Plan Street C-25, all materials hot dipped galvanized; **deduct \$46,670.00** from Base Bid.
10. **Delete** requirement for provision of **Engineer's Field Office; deduct \$1,000.00** from Base Bid.
11. **Waive** requirement for **building permit fee; deduct \$1,000.00** from Base Bid.
12. **Allowance** for reduction in Contractor's General Requirements; **deduct \$10,000.00** from Base Bid.

**Summary of Changes to Contract Price:**

**Total Deducts of this Addendum:                    \$342,701.00**

**Bid Amount:** \$2,175,000.00

**Contract Amount After Deducts:** \$1,832,299.00

Submitted this 25<sup>th</sup> day of July, 2005.

**Owner:**

Columbus County, 111 Washington Street, Whiteville, NC 28472

**Engineer:**

O'Brien & Gere, 951 Aviation Parkway, Suite 1400, Morrisville, NC 27560, Telephone: (919) 469-0099

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that State Utility Contractors, Incorporated, P.O. Box 4019, Monroe, North Carolina 28111-5019, a Corporation, hereinafter called Principal, and \_\_\_\_\_ (Name of Surety), \_\_\_\_\_ (Address of Surety), hereinafter called Surety, and held and firmly bound unto Columbus County, North Carolina, 111 Washington Street, Whiteville, North Carolina 28472, hereinafter called OWNER, in the penal sum of one million, eight hundred thirty-two thousand, two hundred ninety-nine and 00/100 (\$1, 832,299.00) dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a ceratin contract with the OWNER, dated the 29<sup>th</sup> day of July, 2005, a copy of which is hereto attached and made a part hereof for the construction of Columbus County WWTP Phase Two.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil gasoline, coal and coke, repairs on machinery, equipment and tolls, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder of the SPECIFICATIONS accompanying the same shall be any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)  
(SEAL)

\_\_\_\_\_  
Principal  
By: \_\_\_\_\_ (s)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

ATTEST: Surety  
 \_\_\_\_\_  
 Witness as to Surety By: \_\_\_\_\_  
 \_\_\_\_\_ Attorney-in-Fact  
 \_\_\_\_\_  
 (Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that State Utility Contractors, Incorporated, P.O. Box 4019, Monroe, North Carolina 28111-5019, a Corporation, hereinafter called Principal, and \_\_\_\_\_ (Name of Surety), \_\_\_\_\_ (Address of Surety), hereinafter called Surety, and held and firmly bound unto Columbus County, North Carolina, 111 Washington Street, Whiteville, North Carolina 28472, hereinafter called OWNER, in the penal sum of one million, eight hundred thirty-two thousand, two hundred ninety-nine and 00/100 (\$1, 832,299.00) dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a ceratin contract with the OWNER, dated the 29<sup>th</sup> day of July, 2005, a copy of which is hereto attached and made a part hereof for the construction of Columbus County WWTP Phase Two.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:  
 \_\_\_\_\_  
 (Principal Secretary) Principal  
 (SEAL) By: \_\_\_\_\_ (s)  
 \_\_\_\_\_  
 Witness as to Principal (Address)  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_

ATTEST: \_\_\_\_\_ Surety  
 \_\_\_\_\_ By: \_\_\_\_\_  
 Witness as to Surety Attorney-in-Fact  
 \_\_\_\_\_  
 (Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**NOTICE OF AWARD**

TO: State Utility Contractors, Incorporated  
 Post Office Box 5019  
 Monroe, North Carolina 28111-5019

Project Description: Columbus County WWTP Phase II

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated June 2, 2005.

You are hereby notified that your BID has been accepted for items in the amount of one million, eight hundred thirty-two thousand, two hundred ninety-nine, and 00/100 (\$1,832,299.00) dollars.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTORS Performance Bond, Payment Bond and certificates of insurance within twenty (20) calender days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within twenty (20) days form the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Columbus County, North Carolina (Owner)  
 By: \_\_\_\_\_  
 Title: County Administrator

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
 this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

**NOTICE TO PROCEED**

TO: State Utility Contractors, Inc. Date: \_\_\_\_\_  
 P.O. Box 5019 Project: Columbus County  
 Monroe, NC 28111-5019 WWTP Phase Two

You are hereby notified to commence WORK in accordance with our Agreement dated July 28, 2005, on or before \_\_\_\_\_, 2005, and you are to complete the work within two hundred seventy (270) consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_.

Columbus County, North Carolina (Owner)

By: \_\_\_\_\_

**ACCEPTANCE OF NOTICE:**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Billy Joe Farmer, County Manager, presented and recommended the following two (2) motions be made:

Motion 1: Move to approve the contract (Agreement), subject to the attached deducts in the amount of \$1,832,299.00 with State Utilities, Incorporated.; **and**

Motion 2: Move to approve the Notice of Award to State Utilities, Incorporated, subject to State Utilities, Incorporated's execution of said contract (Agreement) with the attached deducts in the amount \$1,832,299.

**MOTION:**

Commissioner Prevatte made a motion to approve the contract (Agreement), subject to the attached deducts in the amount of \$1,832,299.00 with State Utilities, Incorporated., seconded by Commissioner Dutton. The motion so carried.

**MOTION:**

Commissioner Prevatte made a motion to approve the Notice of Award to State Utilities, Incorporated, subject to State Utilities, Incorporated's execution of said contract (Agreement), with the attached deducts in the amount of one million, eight hundred thirty-two thousand, two hundred ninety-nine, and 00/100 (\$1,832,299.00) dollars, seconded by Commissioner Dutton. The motion so carried.

**GRANT APPLICATION - NORTH CAROLINA TOBACCO TRUST FUND COMMISSION:**

Billy Joe Farmer, County Manager, stated that Administration had prepared a grant application to the North Carolina Tobacco Trust Fund for a maximum grant amount of three hundred thousand and 00/100 (\$300,000.00) dollars, and if awarded, this would alleviate some of the incentives to Wright Chemical. This grant application requires the applicant's board of directors' approval for the submittal, by approval of the following Assurance Letter. An unsigned copy of this grant application will be on file in the Clerk to the Board's Office, and a signed copy will be on file in the Administration Office for review.

July 28, 2005

North Carolina Tobacco Trust Fund Commission  
1080 Mail Service Center  
Raleigh, North Carolina 27699-1080

To Whom It May Concern:

The Columbus County Board of Commissioners does hereby provide assurance that the submission of the Tobacco Trust Grant was approved by the Board by during a publicly held meeting on July 28, 2005.

If you should have any questions do not hesitate to contact Natalie Carroll at 910-640-6601 ext. 232.

Respectfully,

/s/ SAMMIE JACOBS, Chairman

Columbus County Board of Commissioners

Commissioner Memory made a motion to approve the Assurance Letter to accompany the North Carolina Tobacco Trust Fund Grant Application, seconded by Commissioner Norris. The motion so carried.

**ADJOURNMENT:**

At 5:45 P.M., Commissioner Dutton made a motion to adjourn, seconded by Commissioner Norris. The motion so carried.

**APPROVED:**

\_\_\_\_\_  
**JUNE B. HALL, Clerk to Board**

\_\_\_\_\_  
**SAMMIE JACOBS, Chairman**



**COLUMBUS COUNTY BOARD OF COMMISSIONERS  
SPECIAL CALLED MEETING**

**Thursday, July 28, 2005**

**6:00 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and at the above stated time, at the Sheriff's Department, for the purpose of holding an informal meeting which was scheduled by Columbus County Sheriff Christopher Batten.

**COMMISSIONERS PRESENT:**

Sammie Jacobs, **Chairman**  
Kipling Godwin, **Vice Chairman**  
Amon E. McKenzie  
James E. Prevatte  
Bill Memory  
Lynwood Norris  
David L. Dutton, Jr.

**APPOINTEES PRESENT:**

June B. Hall, **Clerk to Board**

**APPOINTEE ABSENT:**

Billy Joe Farmer, **County Manager**  
Darren L. Currie, **Assistant County Manager**  
Roxanne Coleman, **Finance Officer**

**MEETING CALLED TO ORDER:**

At 6:00 P.M., Chairman Jacobs stated this was an informal meeting that was scheduled by Columbus County Sheriff Christopher Batten.

**CLARIFICATION on NEW JAIL CONSTRUCTION:**

After a delicious evening meal was served, Sheriff Batten stated he called this informal meeting for the purpose of clarification of the information and details relative to the construction of the new jail. Sheriff Batten stated the following:

1. Recently, there have been some mixed information released to the public relative to the construction of the new Columbus County Jail;
2. The need for a new jail has been ongoing for many years and has never materialized;
3. Columbus County has budgeted for a new jail at the cost of \$7.2 Million;
4. Bids were received on July 20, 2005 for the construction of the new jail at \$2.3 Million over the budgeted amount;
5. The longer the construction is delayed for the new jail, the greater the cost will be;
6. Columbus County must build a new jail, and the real question is, how can we afford to meet this ongoing need;
7. We have on staff a Population Control Supervisor, Barry Herring, who works diligently with the attorneys, the District Attorney's Office and the Judges to place inmates, that qualify, on House Arrest to help alleviate the overcrowding problem we have experienced for an extended period of time; **and**
8. I would like for Barry Herring, Population Control Supervisor, to give you some of the details that entail the House Arrest Program.

**PRESENTATION by BARRY HERRING:**

Barry Herring, Population Control Supervisor, stated the following:

1. I was designated as the Population Control Supervisor approximately two (2) years ago;
2. A committee was formed to start the Electronic House Arrest Program and it is working well;
3. I have contact with the attorneys, the District Attorney's Office and the Judges on a daily basis, to place the inmates who qualify for this program
4. We presently have nine (9) inmates who have been placed on active House Arrest;
5. The Columbus County Sheriff's Office has had a total of thirty-seven (37) people on active EHA since September 2003 through July 2005;
6. Since the year of 2003, a total of three hundred three (303) people have been released with a total savings of three hundred twenty-two thousand, seven hundred fifty-two and 00/100 (\$322,752.00) dollars;

- 7. The only problem we are experiencing with this program is, it is difficult to find inmates who meet the criteria that is required to participate in this program;
- 8. I have enjoyed my employment at the Columbus County Sheriff's Office, but I will be retiring in September, 2005.

**DISCUSSION on NEW JAIL SIZE:**

Sheriff Christopher Batten stated the following:

- 1. In the determination of the needed size of a new jail, future growth needs to be allowed for;
- 2. You do not want to open a new jail and it be filled to its capacity at the very beginning;
- 3. I have dispensed copies of the architect drawing of the **Revised Plan** for the proposed one hundred sixty-eight (168) bed jail;
- 4. The architect drawing shows the multi-purpose room and storage shifted to the other side of the corridor and housing extended to leave the dormitory in place until after construction;
- 5. The renovation of the old jail will give twenty-four (24) additional beds;
- 6. This drawing includes (four) holding cells and one (1) infirmary bed in the old section;
- 7. The inmate cells are broken down into the following categories:
  - A. General Population = 96 Beds;
  - B. Female = 24;
  - C. Youth = 12;
  - D. Classification = 12; **and**
  - E. Segregation = 12.
- 8. There are certain categories that you can combine and ceratin categories that you cannot combine.
- 9. The number of beds stated is not an accurate reflection of what is available due to the different categories involved;
- 10. This particular type of building shown in the architect drawing allows for easy future add-on;
- 11. I have been discussing ways of reducing the bid price with the low bidder which is Bordeaux Construction out of Durham, North Carolina and have found some items that could be easily deleted for approximately three hundred thousand and 00/100 (\$300,000.00) dollars; **and**
- 12. We have scheduled a meeting with Bordeaux Construction for Friday, August 5, 2005 for the purpose of negotiating the bid price to a more affordable range.

Discussion was conducted between the Board of Commissioners and Sheriff Batten relative to the need and size of the new jail, and the means of financing. It was the general consensus of the Board that the new jail needed to be constructed, and the means of financing needed to be determined.

**ADJOURNMENT:**

At 7:47 P.M., the informal meeting was adjourned.

**APPROVED:**

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

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**SAMMIE JACOBS, Chairman**